



PROMOTING EXCELLENCE • CREATING THE FUTURE

**REQUEST FOR PROPOSALS (RFP)  
for  
CUSTODIAL SERVICES**

**CALALLEN INDEPENDENT SCHOOL DISTRICT  
4205 WILDCAT DR.  
CORPUS CHRISTI, TEXAS 78410**

**Issue Date: November 3, 2023**

**Proposal Submission to:  
Calallen ISD  
Attention: Blair McDavid  
Director of Operations  
4205 Wildcat Dr.  
Corpus Christi, TX 78410**

**Technical Assistance & Deadline for Submission: Friday, 12 noon,  
December 1, 2023**

**Pre-Proposal Meeting & Site Visits will be conducted on Wednesday, 9:00 am, November 8,  
2023 with the Director of Maintenance, Kelly Murphy.  
Attendance is not required.**

*The District is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply.*

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**CUSTODIAL SERVICES**

**NOTICE TO RESPONDENTS**

Calallen Independent School District herein referred to as "the District" is a tax-exempt educational organization which is located in northwest Corpus Christi, Texas. The District has approximately 4,000 students and operates two elementary schools, two intermediate schools, a middle school, and a high school. The school's board is composed of seven active members. The District receives funding from local, state, and federal sources, including taxpayer dollars, the Texas Education Agency (TEA), and the U.S. Department of Education (USDE).

Using the Request for Proposals (RFP) method of procurement under Texas Education Code 44.031(a), the District is soliciting proposals from qualified vendors to provide custodial services as indicated within this document at various campuses. Vendors will provide the requested services in accordance with the general Scope of Work provided.

The RFP is to be received at the time and location designated and should include all the information requested hereafter. Failure to comply with the requirements contained in this RFP may result in a finding that the respondent and proposal is not qualified. The District reserves the right to exclude from consideration any responses that are incomplete or received after the deadline. All times included in this RFP are Central Standard Time (CST).

All solicitations are posted to the District's website, and upon request, will be made available to anyone who wishes to submit a response. However, it is the responsibility of the Respondent to provide the District with appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information. Otherwise, potential respondents are responsible for watching for such notifications.

The District may choose to award to a single Respondent, or multiple Respondents. The District makes no guarantee that an award will be made as a result of this RFP or any subsequent RFP's and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirement from the RFP or contract when deemed to be in the District's best interest.

No contract or award shall be executed until it has been reviewed and approved by the School Board in a duly called and posted meeting of the Board. This RFP does not commit the District to pay for any costs incurred prior to the execution of the contract and issuance of the District Purchase Order. If awarded, this procurement may result in an initial contract starting on or about January 2, 2024 and terminating on June 30, 2024. At the discretion of the District, this contract may be amended and extended to meet the best needs of the District.

The District reserves the right to accept or reject any and all Respondents, request additional information from Respondents, extend the deadline for submission, and cancel and reissue to RFP.



The vendor SHALL NOT contact in any manner, nor deliver gifts or other items, to any District employee (other than the point of contact listed herein for questions and submissions), School Board member, or District consultant during this proposal solicitation, evaluation, and award process without prior approval of the Director of Operations. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the Proposal submitted by Respondents. Failure to comply will result in disqualification.

## **RFP ACTIVITIES**

Issue & Advertise RFP: November 3, 2023

*This is the date of the first procurement advertisement in the Corpus Christi Caller Times newspaper, posted to the district website, and initial distribution of RFP packet to vendor list.*

Advertisement #2: November 10, 2023

*This is the date of the second procurement advertisement in the Corpus Christi Caller Times newspaper.*

Pre-Proposal Walk-Throughs: Wednesday, 9:00 am, November 8, 2023  
CISD Central Office, 4205 Wildcat Dr. CC, Texas

Deadline for Technical

Assistance Questions: Friday, 12:00 Noon, December 1, 2023

*This is time and date that any technical questions must be submitted by to the District.*

**Deadline for Proposals: Friday, 12:00 Noon, December 1, 2023**

*This is the time and date that all proposals must be submitted and received by the District following the specifications in this document.*

**SPECIAL NOTE:** Anticipated schedule of contract award is December 12, 2023. Contract award will commence on January 2, 2024 and terminate on June 30, 2024.

## **PRE-PROPOSAL WALK-THROUGHS**

The Pre-walk through meeting for the requested services will be conducted at Calallen's Central Office located at 4205 Wildcat Dr. Corpus Christi, Texas 78410. The actual tour of the Wood River facility will be conducted afterwards. Attendance is suggested, but not required.

## **TECHNICAL ASSISTANCE AND REQUESTS FOR CLARIFICATION/INTERPRETATION:**

Vendors must submit questions regarding this procurement in writing via the following point of contact: **Blair McDavid, Director of Operations, [bmcdavid@calallen.org](mailto:bmcdavid@calallen.org)**. The deadline for submitting questions is Friday, 12:00 Noon, December 1, 2023. The questions and answers will be made available to all vendors that will be provided in an email response from the District prior to the submittal deadline. Any clarifications or interpretations of this RFP that materially affects or changes its requirements will be issued by the District as an addendum. It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Respondents shall acknowledge receipt of each addendum. The District will consider only those clarifications and interpretations that Respondents timely submit prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the District and should not be relied on in preparing Proposals.

***SPECIAL NOTE: The District will be closed November 18<sup>th</sup> through November 26<sup>th</sup> for the Holiday. Any inquiries regarding this procurement will be addressed upon return of CISD staff on November 27, 2023.***

## **SUBMITTAL REQUIREMENTS**

Responses must be **mailed, hand delivered or emailed** to:  
Calallen Independent School District  
Attention: Blair Mc David  
4205 Wildcat Dr., Corpus Christi, TX, 78410  
Email: [bmcdavid@calallen.org](mailto:bmcdavid@calallen.org)

**Proposal envelopes must be plainly marked on the outside with the Respondent's name and address and the following: PROPOSALS CALALLEN ISD – CUSTODIAL SERVICES**

**The District will not accept responses by oral communication, telephone, telegraphic transmission, OR fax transmission means.**

Respondents are solely responsible for the timely delivery of their proposal response based on the instructions in this RFP. Responses received after the deadline will be rejected and shall be returned to the Respondent(s) unopened. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers. The District is not responsible for notifying Respondents of receipt of proposals delivered by third-party carriers.

A complete response will consist of one (1) clearly marked original containing original signatures, and three (3) clearly marked exact copies using standard letter size paper (8.5" x 11") Your proposal must be delivered in a **sealed envelope plainly marked with the RFP Title above**. The 'original' response shall prevail in the event of a discrepancy between the Respondent's submissions.

**All vendors must utilize the provided Procurement Proposal Response Packet as means of response to be considered.** All pages in the provided packet must be completed and all required signatures present to be considered. Proposals and responses shall be direct, concise, and complete; prepared in a manner that provides a straightforward description of the respondent's ability to meet the requirements set forth in the RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the District's needs. When submitting a proposal, it is required that Respondent s have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.



## SELECTION PROCESS

In accordance with Education Code 44.031(b) in evaluating qualified proposals for contract award, the District will use the Best Value Method to determine the awarded vendor(s). In determining Best Value, the District will consider the following evaluation criteria, which will be evaluated based on the following scale:

WEIGHT	CRITERIA
10pts	Proposer's General Firm Information
30pts	Proposer's Experience, Reputation and References
10pts	Proposer's Project Personnel and Qualifications
50pts	Price Proposal
5 pts	Historically Underutilized Business HUB

The District will select the Respondent that submits the proposal that offers the best value for the district based on the selection criteria and weighted values above, and its subsequent ranking evaluation.

## GENERAL TERMS AND CONDITIONS

### 1. Applicability:

- All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
- These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.

### 2. Laws, Policies, and Procedures:

- This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.
  - Texas Education Code Section 44.031.
  - CISD Policies, including but not limited to CH(Legal), CH (Local), CJ (Legal), CJ (Local), CJA (Legal), CJA (Local).

### 3. Use of District Documents:

- Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.
- Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

### 4. Development of Specifications:

- Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Respondent transportation charges collect.

- b) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.
- c) The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Respondent .
- d) The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Proposal offer as so modified and subsequent thereto.

**5. Inspection of Documents:**

- a) Before submitting a response, each Respondent shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
- b) Each Respondent receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Respondent. The failure or neglect of Respondent to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Respondent from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Respondent must be acknowledged in the response.
- c) The District is not responsible for incomplete response packets.

**6. Withdrawal or Modification or Correction of Submitted Proposal Responses:**

- a) Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the District prior to the receiving deadline.
- b) No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.
- c) No Respondent may have more than one Proposal response on file with the District.
- d) After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.
- e) Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.
- f) Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the initials of the agent(s) signing the Proposal response.

**7. Proposal Cost:**

- a) The District shall not be liable for any cost incurred by a Respondent in the preparation or delivery of its response to this request for proposal or for any other cost incurred because of the request for proposal.

**8. Proposal Disclosure:**

- a) The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Respondent desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Respondent to identify those portions in a transmittal letter. The



transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Respondent's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Respondent that an entire volume of its response is exempt from disclosure will not be honored.

- b) Until a contract resulting from this request for Proposal is executed, no employee, agent, or representative of any Respondent shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Proposal.
- c) Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
- d) By signing this Proposal response, a Respondent affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
- e) Respondent shall note any and all relationships which might be a conflict of interest and include such information with their response.
- f) By signing this Proposal response, a Respondent affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Respondents in the award of this Proposal.
- g) If a Respondent's response is accepted by the District, the Respondent shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

**9. Delivery and Materials:**

- a) The Respondent shall store and protect materials and equipment in accordance with the manufacturer's recommendations.
- b) The Respondent, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Calallen ISD, with no additional cost to the District.
- c) All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless authorized by the Purchasing Coordinator or designee.
- d) The District shall not be responsible for any "hidden damage" for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
- e) If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer's Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.
- f) The Respondent shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the District's Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.



**10. Licenses, Permits, and Taxes:**

- a) The price or prices for the services shall include full compensation for all taxes, permits, and licenses that the Respondent is or may be required to pay.

**11. Invoice, Payment, and Inspection:**

- a) The Respondent shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
- b) The District will pay the Contractor's actual cost plus the contracted mark up for materials. All items purchased (i.e., tools) and billed to the District will remain the property of the District.
- c) Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
- d) All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.
- e) Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.
- f) The Respondent shall demonstrate work completed meets the requirements of Calallen ISD.
- g) The District Representative shall give final approval to all work performed.
- h) The Respondent will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

**12. Award of Contract:**

- a) The District reserves the right to accept or reject, in part or in whole, any and all Proposal responses and to waive any irregularities or informalities in any Proposal or in the Proposal process. The contract will be awarded to a responsible Respondent. Whose responses are most advantageous to the District, considering the relative importance of price and the other evaluation criteria which may be included in the proposal.
- b) Award of the contract shall be made to the bidder who provides goods or services at the best value for the District taking into consideration the relative importance of price and other factors set forth below. Best value evaluation criteria will be grouped into percentage factors.
- c) The District may, by written notice to contractor, cancel the contract if it is found by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or members of the Board of Trustees with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order.
- d) A Respondent may be disqualified before or after an award is made, upon evidence of collusion with the intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive advantage.
- e) It is expected that all contact by Respondent with any District personnel and/or members of the Board of Trustees begin with the issuer of this Proposal. Failure to follow this procedure is grounds for eliminating the Respondent from any further consideration of awarding the contract. The recommendation to award the Proposal will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.
- f) In connection with the performance of work under the contract, the Respondent agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.



**13. Insurance:**

- a) If requested the successful Respondent shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Respondent, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents. **Please ensure that Calallen ISD, 4205 Wildcat Dr., Corpus Christi, Texas 78410 is named as the Certificate Holder on the Certificate of Liability.**
- b) The minimum insurance coverages and limits for this contract are Commercial General Liability \$1,000,000, Automotive Liability \$1,000,000, Umbrella Liability \$1,000,000, Workers Compensation \$1,000,000

**14. Service-Related Contracts:**

- a) The Respondent warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.
- b) The Respondent shall employ orderly and competent employees trained in the required services to be provided under this solicitation.
- c) The Respondent, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
- d) The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Respondent, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.
- e) If applicable under this solicitation, Respondent, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.
- f) The Respondent, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

**15. Indemnification:**

- a) The Respondent will defend, indemnify, hold harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Respondent, its officers, agents, or employees.

**16. Force Majeure:**

- a) Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government



of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics, epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

**17. Non-Appropriate Clause:**

- a) Any/all contracts exceeding one (1) year will require a standard non-appropriation clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

**18. Non-Performance:**

- a) Immediate non-performance of the Respondent in terms of specifications shall be a basis for the termination of the contract.
- b) If, at any time, the Respondent fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the Respondent the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.
- c) The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Respondent breaches any of the terms hereof including warranties of Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

**19. Termination of Contract:**

- a) The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Respondent shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
- b) The District will pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

**20. Venue:**

This Proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect to any legal action relating to or arising under this Proposal shall lie in the District Court(s) of the State of Texas sitting in Nueces County, Texas, Respondent hereby expressly consenting to the jurisdiction of such courts.

**GENERAL SCOPE OF WORK**

Wood River and East Elementary are where the custodial services will be made. Contractors will be allowed to perform a walkthrough of the facility and ask any questions required. Any floor plans will be provided as part of the procurement and made available during site visits.

Areas to be Serviced: Include disinfecting and cleaning, vacuuming, and dusting, and completing general cleaning of the following (to include full disinfection of all touchable surfaces) office main building to include front entry, service entry, reception area, executive office, classrooms, cafeteria, hallways,



conference room, restrooms, interior windows, break room, as well as handle all trash daily, while following all EPA and OSHA guidelines.

**The campuses being affected will be:**

Wood River Elementary                      15118 Dry Creek Dr., Corpus Christi, Texas 78410

East Elementary                              3709 Lott Dr., Corpus Christi, Texas 78410

**General Scope of Work, the contractor will:**

**DAILY**

Empty all waste baskets.	5x per week
Remove all trash and dispose of in proper containers	5x per week
Clean and disinfect all touchable fixtures, floors in restrooms Including sinks and walls around sinks, countertops, mirrors, toilets, urinals, and walls around the urinals.	5x per week
Clean and disinfect classrooms, hallways, break room/kitchen walls around sink, countertops, microwave, table(s).	5x per week
Refill paper towels, toilet tissue, toilet seat covers if avail., refill soap dispensers and provide extra paper towels and toilet paper in janitorial closet in the event that dispensers run empty.	5x per week
Dust mop all tile (linoleum) floor.	5x per week
Wet Mop all tile (linoleum) floor.	5x per week
Wipe and disinfect all door handles	5x per week
Clean windows front entrance	5x per week
Clean and sanitize the drinking fountain if any. This includes offices, front lobby, reception, and cubicles. Strip & Wax floors per request Carpet Cleaning/Hot water extraction per request	5x per week

**CLOSINGS TASKS**

Clean and organize Janitorial Closet	5x per week
Lock doors as instructed	5x per week
Notify customer of any observed irregularities	5x per week
Turn off lights as instructed	5x per week

## PROJECTED SCHEDULE

Contractor will provide staff on the following schedule at the facilities indicated below:

Wood River Elementary  
15118 Dry Creek Dr.  
Corpus Christi, Texas 78410

1 Person from 11:00am – 7:30pm

2 people from 3:00 pm - 11:30 pm

East Elementary  
3709 Lott Dr.  
Corpus Christi, Texas 78410

1 person from 10:30am – 7:00pm

2 people from 3:00 – 11:30pm

**SPECIAL NOTES:** It will be incumbent upon the contractor to ensure each employee who will be delivering direct services to the District has been properly vetted through an established background investigation and fingerprinting. All records will be retained by the contractor and made available to the District upon request.

Anticipated schedule of contract award is December 12, 2023. Contract award will commence on January 2, 2024 and terminate on June 30, 2024.

Calallen ISD will provide all cleaning chemicals as well as equipment to perform the requested services. Any and all MSDS sheets will be made available to on site contracted staff upon request. Contractor will be required to provide a Certificate of Liability with Calallen ISD indicated as the certificate holder.

The 2023 – 2024 school calendar has been provided to all vendors as part of this procurement and indicated as **Exhibit A**. Applicable days of requested service have been highlighted for your review.



# Calallen ISD



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## 2023-2024 Calendar

- Legend**
- Student Holiday / Prof. Dev.
  - FLEX Day
  - △ New Teacher Orientation
  - School Holiday
  - { } 9 Weeks Begins/Ends
  - Secondary Early Release

Total Staff Days  
187

Staff Dev. Days  
12

### Important Student Dates

1st Student Day - August 10  
Labor Day - Sept. 4  
Staff Dev. - Sept. 5  
End of 1st 9 Wks - Oct. 13  
Staff Dev. - Oct. 16  
Secondary Early Release - Nov. 3  
Staff Dev. - Nov. 20  
Thanksgiving - Nov. 21-24  
Staff Dev. - Nov. 27  
End of 2nd 9 Wks - Dec. 15  
Christmas - Dec. 18 - Jan. 1

Staff Dev. - Jan. 2

MLK Jr. Day - Jan. 15

Livestock Show - Jan. 16-19

Staff Dev. - Feb. 12

End of 3rd 9 Wks - March 8

Spring Break - March 11-15

Easter Break - March 29

Graduation - May 25

Memorial Day - May 27

End of 4th 9 Wks - May 29

Last Day of School - May 29

Staff Dev. - May 30-31

### Calallen ISD

4205 Wildcat Drive  
Corpus Christi, TX  
78410

Phone: 361-242-5600

Fax: 361-242-5608

Visit our Website at:

[www.calallen.org](http://www.calallen.org)

July 2023							August 2023							September 2023							October 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
2	3	4	5	6	7	8	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
9	10	11	12	13	14	15	6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
16	17	18	19	20	21	22	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
23	24	25	26	27	28	29	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
30	31						27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

  

November 2023							December 2023							January 2024							February 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	3	4	5	6	7	8	9	1	2	3	4	5	6	1	2	3	4	5	6	7	8
12	13	14	15	16	17	18	10	11	12	13	14	15	16	7	8	9	10	11	12	13	4	5	6	7	8	9	10
19	20	21	22	23	24	25	17	18	19	20	21	22	23	14	15	16	17	18	19	20	11	12	13	14	15	16	17
26	27	28	29	30			24	25	26	27	28	29	30	21	22	23	24	25	26	27	18	19	20	21	22	23	24
							31							28	29	30	31				25	26	27	28	29		

  

March 2024							April 2024							May 2024							June 2024						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
3	4	5	6	7	8	9	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
10	11	12	13	14	15	16	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
17	18	19	20	21	22	23	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
24	25	26	27	28	29	30	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
31							28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29

BELL SCHEDULES: East and Wood River 7:50 - 3:10 — West and Magee Intermediate 7:40 - 3:00 — CMS and CHS 8:30 - 4:00

Approved by CISD Board of Trustees on 2/13/2023

Senior's last day - May 23, 2024  
May 25, 2024 Graduation

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*Note: All pages must be completed by Proposers and Submitted with Final Proposal.*



**VENDOR APPLICATION - REQUIRED FORM**

**Instructions:**

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application must be submitted with all supporting documents and completed certifications.

**Notice to Prospective Vendors:**

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the purchasing department.
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Calallen ISD staff without an approved purchase order issued.
3. All invoices must reflect the purchase order number and must be emailed or mailed to the Calallen ISD Accounts Payable Department (email address and mailing address are noted below).
4. All payments are net thirty (30) days after receipt of the goods and/or services.

<b>VENDOR IDENTIFICATION:</b>	
Vendor Full Legal Name	
Vendor DBA (if applicable)	
<b>VENDOR CONTACT INFORMATION:</b>	
Vendor Mailing Address:	
Vendor Remit Address: (if different from mailing)	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website URL:	
Vendor Email Address: (for point of contact on procurement)	

I hereby certify that the above information is true and correct. I further certify that I am an authorized representative of this vendor.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



## CALALLEN ISD

### RFP for CUSTODIAL SERVICES

### PROCUREMENT PROPOSAL RESPONSE PACKET

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## PROPOSAL RESPONSE GENERAL QUESTIONNAIRE - **REQUIRED FORM**

This form contains required responses that align with the District's advertised evaluation criteria and weights, and are developed to assist the District in methodology and evaluation.

### Description of Proposed Services

Provide Custodial Services at designated District Campuses as detailed in the RFP document.

### General Firm Information – 10 Points Total

1. General Firm Information – all information provided on page 1 of this this response packet will be considered
2. How many years has your firm been in business in its current capacity delivering similar services? \_\_\_\_\_  
\_\_\_\_\_

### Experience, Reputation, and References – 30 Points Total

1. References – all information provided on page 5 of this response packet will be considered
2. In the last five (5) years has your organization: (if the answer to any question below is yes, please explain)
  - a. Failed to complete any work awarded to it? \_\_\_\_\_
  - b. Had any judgements, claims, arbitrations proceedings, or suits filed against your organization or its officers? \_\_\_\_\_
  - c. Filed any judgements, claims, arbitrations proceedings, or suits with regard to contracts? \_\_\_\_\_
  - d. Filed for bankruptcy? \_\_\_\_\_
  - e. If the answer to any question above is yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Describe what experience your organization has in providing these services. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. How many years has your organization provided these services to non-profits, school districts, and other governmental entities? \_\_\_\_\_

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5. What makes your team unique and most qualified to deliver these services? \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Project Personnel and Qualifications – 10 Points Total**

1. What are the qualifications of the person overseeing the proposed services and contract? \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
2. What are the qualifications of the people who will be delivering the day-to-day on-campus services of the proposed contract? \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
3. Describe your organizations approach to providing quality work, and addressing and correcting unsatisfactory work: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Price Proposal – 50 Points Total**

The District will consider the total contract cost as part of the evaluations. The District shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the Proposal Documents, The Respondent submitting the lowest proposed cost shall receive the highest number of points in this category, and the Responded submitting the highest proposed cost shall receive the lowest number of points in this category. The District will use the Best Value method, where cost is not the sole determinate in evaluation and selection. Lowest cost does not automatically result in best value.

1. Details of Cost Proposal, please complete the following table. The school calendar provided in Exhibit A details the school days requested for service delivery.



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LOCATION	TIME OF SERVICES	# OF PERSONNEL NEEDED	HOURLY RATE	TOTAL COST FOR 129 DAYS
Wood River Elementary	11:00 am – 7:30 pm (Appx. 8 Hrs.)	1	\$	\$
Wood River Elementary	3:00 pm – 11:30 pm (Appx. 8 Hrs.)	2	\$	\$
East Elementary	11:00 am – 7:30 pm (Appx. 8 Hrs.)	1	\$	\$
East Elementary	3:00 pm – 11:30 pm (Appx. 8 Hrs.)	2	\$	\$

2. Total proposal price: \_\_\_\_\_

**Historically Underutilized Business (HUB) – 5 Points**

1. Is your organization a HUB? If so, please provide certificate. \_\_\_\_\_

**Special Note:** Supplemental information may be provided in addition to the required Procurement Proposal Response Packet. Physical size of the supplemental information may not exceed 10 pages. The District at its sole discretion may elect to consider or disregard any supplemental information that is submitted in evaluating responses.

\_\_\_\_\_  
 Authorized Representative (Print Name)

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Authorized Representative (Signature)

\_\_\_\_\_  
 Date

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**PROPOSAL RESPONSE CERTIFICATION - REQUIRED FORM**

The undersigned authorized representative of the responding company indicated below hereby acknowledges:

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below.
2. That respondent has carefully examined this document in its entirety.
3. The respondent proposes to supply any products or services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted.
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed.
5. The accuracy of all certifications required which accompany this proposal.
6. The stated organization is an equal opportunity employer.
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Respondent or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, Respondent or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Respondent in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any CISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with CISD's Purchasing personnel; or in any discussions or actions between Respondent and any CISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. By submitting a Proposal, Respondent agrees to waive any claim it has or may have against the District, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of the Proposal. The District shall have no contractual obligation to any Respondent, nor will any Respondent 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 Respondent have been fulfilled by the Respondent.

By submitting this proposal, the Respondent warrants that the Respondent has had the opportunity to carefully examine the site of the proposed work and all of the requirements of the RFP. The Respondent further warrants that the Respondent is satisfied that there are no conflicts in the bidding documents and that the site proposed for the project is suitable for the work. By submission of a proposal in response to this RFP, the Respondent confirms Respondent's understanding of the entire document and all of its contents. The Respondent also represents that its firm possesses the personnel, processes, and technology necessary to safely and efficiently perform the work outlined in this RFCSP.

Your signature below is the Proposal Response Certification acknowledgement.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**STATEMENT OF COMPLAINE/DEVIATION FORM - REQUIRED FORM**

This form is a signed statement that all information in the response packet complies with all specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document. If the undersigned Respondent intends to deviate from the listed specifications, terms and conditions, scope, and/or qualifications contained in the solicitation document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this form, the Respondent assures Calallen ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

\_\_\_\_\_ No Deviations \_\_\_\_\_ Yes Deviations

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

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If you are requesting any modifications to the form of Agreement included with the RFCSP package, please indicate those and attach them to this form.

List any Addenda your company is submitting below (Attach additional sheet if necessary):

\_\_\_\_\_ No Addenda Included

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

Addendum Number: \_\_\_\_\_ Addendum Description: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**REFERENCES - REQUIRED FORM**

Please complete the reference fields below. Vendor should list as references school districts and/or other governmental entities (other than Calallen ISD) for which vendor has provided products or services similar to what is requested on this proposal. Additional references for the can be provided as an attachment, but the minimum required for this proposal is 3 references.

**Reference 1**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

**Reference 2**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

**Reference 3**

Name of Entity:  
Contact Name & Title:  
Mailing Address:  
Phone Number:  
Email Address:  
Date of Similar Products/Services Delivered:  
Brief Description of Similar Products/Services Delivered:

*The undersigned confirms the above information is correct to the best of his/her knowledge and understands the District may contact any of the above.*

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**CERTIFICATE OF RESIDENCY - REQUIRED FORM**

Pursuant to Government Code, Chapter 2252 a district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. (Gov't Code 2252.002).

**Definitions (Gov't Code 2252.001)**

- "Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state (Texas).
- "Nonresident bidder" refers to a person who is not a resident.

Indicate the certification of residency that applies:

\_\_\_\_\_ My company is a "resident Respondent"

\_\_\_\_\_ My company is a "nonresident Respondent" of \_\_\_\_\_ (the state your principal place of business is located)

If applicable, does your "resident state" require Respondent whose principal place of business is in Texas to under Proposal, Respondents who resident state is the same as yours by a prescribes amount or percentage to receive a comparable contract?

\_\_\_\_\_ No

\_\_\_\_\_ Yes, the amount or percentage is \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS –  
REQUIRED FORM**

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**Lobbying:** This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

---

The undersigned contractor certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 

**Debarment, Suspension, and Other Responsibility Matters:** This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

---

The undersigned contractor certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a



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- governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (3) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

---

**Drug-Free Workplace:** This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

---

The undersigned contractor certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the Contractor's policy statement;
- (d) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the District within ten days of Contractor's receipt of a notice of a conviction of an employee; and,
- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

---

Authorized Representative (Print Name)

---

Title

---

Authorized Representative (Signature)

---

Date

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**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION - REQUIRED FORM**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for Profit Corporation's that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**CRIMINAL BACKGROUND CHECKS - REQUIRED FORM**

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All Respondent, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. When entering a district site, check in through the front office or the Maintenance Department through our Raptor system. The criminal record history must be obtained by the successful Respondent before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9.

Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

The Respondent will obtain history record information that relates to an employee, applicant for employment, or agent of the Respondent if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The Respondent certifies to Calallen ISD that before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Respondent shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Respondent's violation of this section shall constitute a substantial failure.

If the Respondent is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit a letter attesting that they are in compliance.

---

I, the undersigned agent for the firm named below, certify that the information concerning criminal background checks has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

---

Authorized Representative (Print Name)

---

Title

---

Authorized Representative (Signature)

---

Date

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**FELONY CONVICTION NOTICE - REQUIRED FORM**

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 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."

You must check A, B or C and sign below:

- \_\_\_\_\_ A. Our firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
- \_\_\_\_\_ B. Our firm is not owned or operated by anyone who has been convicted of a felony.
- \_\_\_\_\_ C. Our firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Vendor Name: \_\_\_\_\_

Name of Individual(s): \_\_\_\_\_  
(Attach additional sheets if necessary)

Details of Conviction(s): \_\_\_\_\_  
(Attach additional sheets if necessary)

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

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**STATE ASSESSMENT CERTIFICATION - REQUIRED FORM**

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**REQUIRED STATE AND FEDERAL CERTIFICATIONS - REQUIRED FORM**

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Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

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Certification Regarding Boycotting of Israel. Pursuant to Sections 2270.001-.002, 808.001-.006, .051-.057, .101-.102 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ It is not doing business with any organization indicated on the Foreign Terrorist Organization list as so designated by the U.S. Secretary of State under Federal Law.

\_\_\_\_\_ that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel.

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Certification Regarding Boycotting Energy Companies. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not boycott energy companies; and will not boycott energy companies during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

---

Certification Regarding Discriminating Against Firearm Industry. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The verification is not required for contracts with a sole-source provider or if the governmental entity does not receive any bids from a company that is able to provide the required verification.



**CALALLEN ISD**  
**RFP for CUSTODIAL SERVICES**  
**PROCUREMENT PROPOSAL RESPONSE PACKET**

*Note: All pages must be completed by Proposers and Submitted with Final Proposal.*



The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ By entering into this Agreement, the Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

\_\_\_\_\_ By entering into this Agreement, the Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

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**CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ - REQUIRED FORM**

A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the district and:

1. Has an employment or other business relationship with a local government officer of the district, or a family member of the officer, described by Local Government Code 176.003(a)(2)(A);
2. Has given a local government officer of the district, or a family member of the officer, one or more gifts with the aggregate value specified by Local Government Code 176.003(a)(2)(B), excluding any gift described by Local Government Code 176.003(a-1); or
3. Has a family relationship with a local government officer of the district

The Vendor certifies that:

\_\_\_\_\_ No conflict of interest exists

\_\_\_\_\_ A possible or potential conflict of interest exists. Form CIQ completed (or attached) on the following page.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

*A copy of the form is attached hereto and must be submitted if applicable.*



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<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; padding: 2px;">Date Received</div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>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.</b></p> <p style="margin-top: 20px;">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 style="margin-top: 10px;">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><b>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.</b></p>		
<p><b>6</b> <input type="checkbox"/> <b>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).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021

## CALALLEN ISD

### RFP for CUSTODIAL SERVICES

### PROCUREMENT PROPOSAL RESPONSE PACKET

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### CERTIFICATE OF INTERESTED PARTIES - **REQUIRED FORM**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The requirement above applies only to a contract of a district that:

1. Requires an action or vote by the board before the contract may be signed;
2. Has a value of at least \$1 million; or
3. Is for services that would require a person to register as a lobbyist under Government Code Chapter 305.

*Gov't Code 2252.908*

The disclosure requirement does not apply to a contract with:

1. A publicly traded business entity, including a wholly owned subsidiary of the entity;
2. An electric utility, as defined by Utilities Code 31.002; or
3. A gas utility, as defined by Utilities Code 121.001.

*Gov't Code 2252.908(c)(4)–(6)*

**Filing Process:** The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Calallen ISD.

**Form Availability:** Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800. A sample is attached hereto but must be submitted only.

The contractor certifies that:

\_\_\_\_\_ Form 1295 filing is required and a certification of filing will be provided to Calallen ISD should we be awarded the contract

\_\_\_\_\_ Form 1295 filing is not required

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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Form provided by Texas Ethics Commission      [www.ethics.state.tx.us](http://www.ethics.state.tx.us)      Revised 12/22/2017

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**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING -  
REQUIRED FORM**

By submission of this proposal, the undersigned certifies that:

1. Neither the Respondent nor any of Respondent's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Calallen ISD Board of Trustees between proposal submission date and award by the Calallen ISD Board of Trustees.
3. No officer or stockholder of the Respondent is a member of the staff or related to any employee or Board of Trustees member of the Calallen ISD except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing in his/her behalf.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date



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**ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS –  
REQUIRED FORM**

The policy of Calallen ISD herein referred to as “the District” is to resolve complaints in a fair and prompt manner. The District’s administrative directive on GRIEVANCE PROCEDURE establishes the guidelines for the resolution of grievances/complaints and requires this orientation sheet be received and acknowledged by all individuals or organizations providing services to the District under contract or agreement.

Acts of restraint, interference, coercion, discrimination or reprisal towards complainants exercising their rights to a file a grievance under District policy are prohibited. A complainant is the individual or organization filing a grievance/complaint. A respondent is the individual or organization against whom a grievance/complaint is filed. Inquiries regarding the resolution of grievances should be addressed to:

**Calallen Independent School District**  
**ATTN: Blair McDavid**  
**4205 Wildcat Dr.**  
**Corpus Christi, Texas 78410**  
**Telephone: (361) 242-5600**

Every effort should be made to resolve your grievance at the optimum management level. The District’s EO Officer is available to assist, as necessary, in the grievance resolution process.

The time limit to file a complaint under the District’s grievance procedure is 30 calendar days from the date of the event that leads to the filing of the grievance. A copy of the District’s Policy and Procedure is available upon request.

**EQUAL OPPORTUNITY IS THE LAW**

The District is prohibited from discriminating on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only. If you think that you have been subjected to discrimination, you may file a complaint within 180 days from the date of the alleged violation with the Equal Opportunity Officer at the:

**TEXAS WORKFORCE COMMISSION**  
**WORKFORCE DEVELOPMENT DIVISION**  
**EQUAL OPPORTUNITY OFFICE**  
**101 E. 15th STREET**  
**AUSTIN, TEXAS 78778**  
**Telephones: (512) 936-0342; (TDD): 1-800-RELAY TX, Voice 1-800-RELAY VV.**

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date

**CALLEN ISD**  
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**CERTIFICATE OF LIABILITY - REQUIRED (Provide Copy)**

Please provide a Copy of Your Certificate of Liability Insurance.

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE				DATE	
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
SAMPLE ONLY		COMPANIES AFFORDING COVERAGE			
		COMPANY			
INSURED		COMPANY			
SAMPLE ONLY		COMPANY			
		COMPANY			
		COMPANY			
		COMPANY			
COVERAGES					
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.					
CO LTS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$1,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG \$1,000,000.00
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADY INJURY \$1,000,000.00
	<input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY				EACH OCCURRENCE \$1,000,000.00
	THE STATE OF TEXAS, ITS EMPLOYEES, NAME INSURED (SEE BELOW)				FIRE DAMAGE (Anyone fire) \$ 50,000.00
					MED EXP (Anyone person) \$ 5,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000.00
	ANY AUTO				BODILY INJURY \$
	ALL OWNED AUTOS				(Per person)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY \$
	<input checked="" type="checkbox"/> HIRED AUTOS				(Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE \$
					\$
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/ PARTNER/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 500,000.00
	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK				EL DISEASE-E Policy Limit \$ 500,000.00
	<input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY				EL DISEASE-Ea. Employee \$ 500,000.00
	NAMED INSURED, THE STATE OF TEXAS, ITS EMPLOYEES				AMOUNT OF CONTRACT \$1,000,000.00
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
(PROJECT ADDRESS) SAMPLE ONLY					
CERTIFICATE HOLDER			CANCELLATION		
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 226T Austin, Texas 78778-0001			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		



CALLEN ISD  
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W9 TAXPAYER IDENTIFICATION CERTIFICATION - REQUIRED FORM

Provide a completed IRS Form W-9 as part of your proposal – available at <https://www.irs.gov/forms-pubs/about-form-w-9>.

**Form W-9**  
(Rev. January 2011)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶

☐ Other (see instructions) ▶

Exempt payee ☐

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requestor's name and address (optional)

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

Sign Here

Signature of U.S. person ▶

Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 1-2011)



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**FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION- REQUIRED FORM**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER  
FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

- A. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. *[Applicable ONLY to contracts in excess of \$250,000.]*

Pursuant to Federal Rule (A) above, when the District expends federal funds, the 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.

- 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. *[Applicable ONLY to contracts in excess of \$10,000.]*

Pursuant to Federal Rule (B) above, when the District expends federal funds, the 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 Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

- 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." *[Applicable ONLY to federally assisted construction contracts.]*

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



## CALALLEN ISD

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

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

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

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor 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 the District resulting from this procurement process.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a



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contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 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). *[Applicable ONLY to contracts in excess of \$250,000.]*

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

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

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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



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

(1) No Federal appropriated funds have been paid or will be paid 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.

- J. Procurement of Recovered Materials – When federal funds are expended, the 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 Federal Rule (J) 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 vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements

- K. 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. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-



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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.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will 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).

- L. Ban on Foreign Telecommunications – Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333**

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

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

When the District expends federal funds for any contract resulting from this procurement process, Vendor 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).

#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every



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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.

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

[Only Applicable to Contracts funded under the National School Lunch Program] The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District

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

Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor's personnel for the purpose of interview and discussion relating to such documents

**CERTIFICATION OF NON-COLLUSION STATEMENT**

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

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

**FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION**

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

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Date