



PROMOTING EXCELLENCE • CREATING THE FUTURE

**REQUEST FOR PROPOSALS (RFP)
for
ROOF REPAIR SERVICES**

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

Issue Date: June 27, 2023

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

**Technical Assistance & Deadline for Submission: Tuesday, 12 noon,
July 11, 2023**

Special Note: CISD offices will be closed from July 1st – July 9th. Any technical assistance questions will be answered upon the return of staff on July 10th.

**Site visits may be arranged by contacting the Director of Maintenance, Kelly Murphy via email
kmurphy@calallen.org**

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

**REQUEST FOR PROPOSALS (RFP)
FOR
ROOF REPAIR 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 Government Code Chapter 2269, Subchapter D, the District is soliciting proposals from qualified vendors to provide for Roof Repairs located at High School B Gym. Vendor will affect repairs 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.

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:

June 27, 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:

July 5, 2023

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

Pre-Proposal Walk-Throughs:

upon request via email to the Director of Maintenance

Deadline for Technical

Assistance Questions:

Tuesday, 12:00 Noon, July 11, 2023

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

Deadline for Proposals:

Tuesday, 12:00 Noon, July 11, 2023

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

PRE-PROPOSAL WALK-THROUGHS

Walk through of the project will be conducted upon request via email to the Director of Maintenance Kelly Murphy at kmurphy@calallen.org. This walk through will identify issues which need to be repaired and overall Scope of Work requested.

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**. The deadline for submitting questions is Tuesday, 12:00 Noon, July 11, 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.

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

Proposal envelopes must be plainly marked on the outside with the Respondent's name and address and the following:

PROPOSALS
CALLEN ISD – ROOF REPAIR 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 (Exhibit C) 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) and Government Code 2269.155, 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 and Safety Record (Criteria 1.1 to 1.3)
30pts	Proposer's Experience, Reputation and References (Criteria 2.1 to 2.3)
5pts	Proposer's Project Personnel and Qualifications (Criteria 3.1 to 3.3)
5pts	Proposer's Financial Stability (Criteria 4.1 to 4.2)
50pts	Price Proposal (Criteria 5)
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.

Following the ranking of the Proposals based on the published selection criteria and board action to approve the ranking, the District will attempt to negotiate an agreement with the Respondent that offers the best value to the District. If the District is unable to negotiate an agreement with the selected Respondent, the District will, formally and in writing, end negotiations with that Respondent and begin the negotiation process with the next ranked Respondent in the order of selection ranking until a contract is reached or negotiations with all ranked Respondents end. Please note that the Board may choose to delegate authority to the District's Administration to negotiate and/or execute a contract depending on the specific Board action taken.

GENERAL TERMS AND CONDITIONS

1. Applicability:

- a) All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
- b) 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:

- a) 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.
 - Texas Government Code Sections 2253, 2258, 2269
 - CISD Policies, including but not limited to CH(Legal), CH (Local), CV (Legal), CV (Local), CVB (Legal), CVB (Local).

3. Use of District Documents:

- a) 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.
- b) 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:

- a) 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 competitive sealed 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 Galveston 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.
- b) The required insurance coverages and limits are listed in the draft of form agreement provided with this RFP.

14. Prevailing Wage Rate:

- a) Respondents are required to comply with Texas Government Code, Chapter 2258 Prevailing Wage Rates, with respect to payment of prevailing wage rates for the construction or improvements, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Respondent or any subcontractor in the execution of the contract for the project.
- b) A worker employed on a public work by or on behalf of the District shall be paid no less than the general prevailing rate of per diem wages for the work of similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- c) The District has adopted the federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. The District's prevailing wage rate is provided in the vendor packet in Exhibit C.
- d) The Respondent or subcontractor who violates Texas Government Code Section 2258.023 shall forfeit as a penalty to the District, \$60.00 for each worker employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract by him, or by any subcontractor under him.
- e) Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any worker employed on the work.

15. 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.

16. Warranties

- a) Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Respondent shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.
- b) If a Respondent's response is accepted by the District, the price to be paid by the District shall be that contained in Respondent's response which Respondent warrants to be no higher than Respondent's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Respondent breaches this warranty, the prices of the items shall be reduced to the Respondent's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Respondent for breach or Respondent actual expense.
- c) If a Respondent's response is accepted by the District, the Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.
- d) If a Respondent's response is accepted by the District, the Respondent shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Respondent warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Proposal, and to the sample(s) furnished by the Respondent, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
- e) If a Respondent's response is accepted by the District, the Respondent warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Respondent's expense. In the event the Respondent fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Respondent's expense.

17. 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.

18. 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.

19. 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.

20. Uniform Commercial Code:

- a) All contracts and agreements between Respondent and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

21. 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.

22. 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.

23. 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 Galveston County, Texas, Respondent hereby expressly consenting to the jurisdiction of such courts.

SPECIFICATIONS

- Probe 3120 LF of heat welded lap seams, heat weld any laps found defective
- Investigate any holes, rips, or tears in TPO field sheets and repair
- Disassemble all thru the curb scuppers that have been abandoned and covered
- Rebuild scuppers to return to original purpose
- Install additional one-way roof vents to exhaust trapped moisture under sheets
- If needed, cut metal coping cap at scuppers, fabricate and install 2 coping caps in a like color.
- Note: Only 7 thru the wall scupper drains are operating on this roof. Drainage is inadequate to handle the volume and weight of the rain during heavy downpours. This brings up the concern of the roof trusses not being able to handle the load, bring out partial or full collapse of the structure.

ESTIMATED PROJECT BUDGET

\$25,000.00

Owner's Contingency

The respondent shall provide for and include an owner's contingency of \$10,000.00. The respondent shall include the amount in their proposal as a contingency to cover the cost of hidden, concealed, or otherwise for the betterment of the project as deemed by the Owner. The respondent shall be allowed to recover all costs related to the completion of work under this contingency, however, no overhead or profit will be allowed. All remaining contingency balance shall be returned to Owner at 100% without fee or charge.

Estimated Project Schedule

The following indicates the anticipated schedule of the project.

Contract Award	July 17, 2023
Commence Project	July 24, 2023
Substantial Completion of Project	August 1, 2023

EXHIBIT A

RESPONDENT'S GENERAL QUESTIONNAIRE

(With Criteria, Weights, and Methodology)

General Firm Information (Criteria 1.1 thru 1.3) – 10 Points Total

General Firm Information: General (Criteria 1.1) (5 points)

Name of Firm, address of principal office, phone and fax numbers, contact person (with telephone and email address)

2. Type of Business Organization (Corporation, Partnership, etc.)
 - a) If your organization is a corporation, state the date of incorporation, the state of incorporation, president's name, vice president's name, secretary's name, and treasurer's name.
 - b) If your organization is a partnership, state the date of organization, type of partnership, and names of general partners.
 - c) If your organization is individually owned, state the date of organization and the name of the owner.
 - d) If your organization is a form other than those listed above, please describe it and name your principals.
3. Year Founded; state how many years your organization has been in business in its current capacity; list any former names under which your organization has operated.
4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.
5. List jurisdictions in which your organization's partnership or trade name is filed.

General Firm Information: Safety Record (Criteria 1.2 & 1.3) (5 points)

6. Provide information related to your firm's accident frequency rate for the last five years, including any OSHA citations and deaths that have occurred on your projects. (Submit Form 300)
7. Describe your organization's safety program and provide your workers' compensation experience modification factor. List any safety awards your company has received within the past five (5) years.

Experience, Reputation and References (Criteria 2.1 thru 2.3) – 30 Points Total

Experience, Reputation and References: Comparable Experience (Criteria 2.1) (10 points)

8. List the categories of work that your organization normally performs with its forces.
9. Would you propose to do any work with your own forces or bid all work to subcontractors?
10. List all construction projects your organization has in progress, giving the name and location of the project, owner, architect, contract amount, percent complete and scheduled completion date.
11. List all construction projects your organization has performed in the last seven years. For each, include the name Owner, the name of the Project, a brief description of the Project, the budget for the Project, whether the Project completed on or before the date contracted for Substantial Completion, and whether the Project completed within the budget amount, and the reason for any additional amounts exceeding the original contract amount.

12. Please list all of your firm's previous experience with the District, including the name of project, and date of substantial completion; list all previous experience any of the proposed personnel have had with the District, including the name of the project and the date of substantial completion.

Experience, Reputation and References: Reputation and References (Criteria 2.2) (10 points)

13. Within the last five years, has an officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).
14. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects.
15. Describe the most common problem or challenge that you have encountered in construction and your method for addressing the issue. (Maximum length: 2 pages.)
16. What makes your project team unique and most qualified to complete this project? Please answer in essay form.
17. Please describe your firm's ability to complete projects on schedule, including the number of projects that have not been completed on schedule, and the reasons for such delay.

Experience, Reputation and References: Claims/Disputes (Criteria 2.3) (10 points)

18. Claims and suits: If the answer to any of the questions below is yes, please attach details:
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

Proposer's Project Personnel/Qualifications (Criteria 3.1 thru 3.3) – TOTAL 5 Points

Proposer's Project Personnel and Qualifications: Program Management (Criteria 3.1) (3 points)

19. Identify your firm's proposed Project Manager and Site Superintendent who will work on the project. Provide a resume and references for each individual.
20. Identify the person who will be primarily responsible for accounting for the Project and describe their qualifications to perform that function.
21. Identify the person who will be primarily responsible for cost estimating for the Project and describe their qualifications.

Proposer's Project Personnel and Qualifications: Succession Planning (Criteria 3.2) (1 point)

22. Identify your team's key personnel and process for replacement with equally qualified individuals if needed.

Proposer's Project Personnel and Qualifications: Project Approach (Criteria 3.3) (1 point)

23. Describe the team's overall project approach for this project and a description of planned efforts to provide quality work, meet schedules, and work within an agreed budget.
24. Describe your procedures for providing an accurate punch list, completing the punch list in a timely manner, prepare and submit closeout documents in a timely manner and service and correct all warranty calls in a timely manner.

Financial Stability (Criteria 4.1 & 4.2) – TOTAL 5 points

Financial Stability: Financial Information (Criteria 4.1)

25. Provide last 3 years of audited financial statements (licensed CPA firm required), including full balance sheet and income statements. Financials must include all subsidiaries and entities respective to the firm's overall interests.
26. Bank reference(s): Individual Name, Bank, Address, Phone and state how long.
27. Dunn & Bradstreet rating, if available.

PRICE PROPOSALS – (50 Points)

The Owner will consider the total contract cost as part of its evaluation. The Owner 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 amount shall receive the highest number of points in this category, and the Respondent submitting the highest proposed amount shall receive the lowest number of points awarded in this category.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) – (5 Points)

Respondent must provide the proper certification documents in order to obtain these additional points.

TOTAL POINTS POSSIBLE (105 Points)

CONTRACT DOCUMENTS: In addition to your price proposal, provide any comments or requested changes to the form of Contract Documents and include an explanation for the change, otherwise Respondent will be deemed to have accepted the form of the Contract Documents.

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



EXHIBIT C

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.

VENDOR IDENTIFICATION:	
Vendor Full Legal Name	
Vendor DBA (if applicable)	
Texas Taxpayer ID #	
VENDOR CONTACT INFORMATION:	
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)	
Is your organization a HUB	

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

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Proposal Form

We propose to enter into contract with Calallen ISD for the delivery of Roof Repair Services in accordance with the specifications in this proposal, for the prices set forth below.

We understand that this proposal is subject to review and Board approval. We further understand that all activities will be coordinated through Calallen ISD's Director of Maintenance. All work must be completed by no later than August 1, 2023.

We have carefully reviewed, and understand, the terms, conditions, and specifications, of the requested services. We understand that Calallen ISD reserves the right to reject any or all proposals and to waive any informalities in the proposal, and to award the contract in the best interests of Calallen ISD.

Please indicate your proposed cost of the requested services. \$ _____

How many days can you begin from Notice to Proceed _____

Please attach documentation reflecting your scope of work, timelines and budgets for this project.

Indicate any additional services your organization is able to provide to the District. _____

PRINT NAME: _____

Company: _____

By: _____
(signature) (Title) (date)

Attach any other documents required detailing the proposed Scope of Work/Proposal or other service offerings

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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 RFP.

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):

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**

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

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 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

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.

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.
-

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.

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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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CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <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

Revised 1/1/2021

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
PROCUREMENT PROPOSAL RESPONSE PACKET

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



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 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



CERTIFICATE OF INTERESTED PARTIES		FORM 1295																			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5; position: absolute; top: 50%; left: 50%;"> Must file online at www.ethics.state.tx.us/File </div>																			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																					
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																					
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																					
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 2px;">Controlling</th> <th style="width: 50%; padding: 2px;">Intermediary</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </tbody> </table>		Controlling	Intermediary																
Controlling	Intermediary																				
5 Check only if there is no Interested Party. <input type="checkbox"/>																					
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 100px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																					
ADD ADDITIONAL PAGES AS NECESSARY																					

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
PROCUREMENT PROPOSAL RESPONSE PACKET

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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

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
PROCUREMENT PROPOSAL RESPONSE PACKET

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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 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

CALALLEN ISD

RFP FOR ROOF REPAIR SERVICES

PROCUREMENT PROPOSAL RESPONSE PACKET

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



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 A			
				COMPANY B			
				COMPANY C			
				COMPANY D			
INSURED				SAMPLE ONLY			
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 LTA	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY THE STATE OF TEXAS, ITS EMPLOYEES, NAME INSURED (SEE BELOW)				GENERAL AGGREGATE	\$1,000,000.00	
					PRODUCTS/COMP/OF AGG	\$1,000,000.00	
					PERSONAL & ADV INJURY	\$1,000,000.00	
					EACH OCCURRENCE	\$1,000,000.00	
					FIRE DAMAGE (Anyone fire)	\$ 50,000.00	
					MED EXP (Anyone person)	\$ 5,000.00	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$1,000,000.00	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
						\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY:	\$	
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL				<input checked="" type="checkbox"/> NO STATUTORY LIMITS	OTH. ER	
					EL EACH ACCIDENT	\$ 500,000.00	
					EL DISEASE-Per Policy Limit	\$ 500,000.00	
					EL DISEASE-Es. Employee	\$ 500,000.00	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK				AMOUNT OF CONTRACT		
<input checked="" type="checkbox"/>	OWNERS PROTECTIVE LIABILITY NAMED INSURED, THE STATE OF TEXAS, ITS EMPLOYEES				\$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 78778-0901				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			

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
PROCUREMENT PROPOSAL RESPONSE PACKET

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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): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____				
	<input type="checkbox"/> Exempt payee				
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (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 <i>How to get a TIN</i> 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.					
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). 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.					
<table border="0" style="width: 100%;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 60%;">Signature of U.S. person ▶ _____</td><td style="width: 25%;">Date ▶ _____</td></tr></table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. 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.					

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
PROCUREMENT PROPOSAL RESPONSE PACKET

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PAYMENT AND PERFORMANCE BONDS - REQUIRED FORM

A district that makes a public work contract with a prime contractor shall require the contractor, before beginning the work, to execute to the district:

1. A performance bond if the contract is in excess of \$100,000; and
2. A payment bond if the contract is in excess of \$25,000.

A bond required by this provision must be executed by a corporate surety in accordance with Insurance Code Article 7.19-1 (now Insurance Code 3503.001–.005). A bond for a public work contract with a district must be payable to and its form must be approved by the awarding board. *Gov't Code 2253.021(a), (d)–(e).*

The performance bond is solely for the protection of the district awarding the public work contract, in the amount of the contract, and conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. *Gov't Code 2253.021(b).*

The payment bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material, and in the amount of the contract. *Gov't Code 2253.021(c).*

The contractor certifies that:

_____ A performance bond is required and will be provided to Calallen ISD should we be awarded the contract

_____ A performance bond is not required

_____ A payment bond is required and will be provided to Calallen ISD should we be awarded the contract

_____ A payment bond is not required

Authorized Representative (Print Name)

Title

Authorized Representative (Signature)

Date

CALALLEN ISD
RFP FOR ROOF REPAIR SERVICES
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PREVAILING WAGE SCHEDULES - REQUIRED FORM



PROMOTING EXCELLENCE • CREATING THE FUTURE

CALALLEN ISD
PREVAILING WAGE RATE SCHEDULE (as of May 15, 2023)

Please note that fringes are only required to be paid on projects that involve federal funds. If you are unsure about whether the project will be using federal funds, please inquire and seek clarification.

General Decision Number: TX20230288 01/06/2023

Superseded General Decision Number: TX20220288

State: Texas

Construction Type: Building

Counties: Aransas, Nueces and San Patricio Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract.</p> <p>The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the</p>	<p>Executive Order 13658 generally applies to the contract.</p>

contract is not renewed or
extended on or after January
30, 2022:

Page 25 of 29

CALALLEN ISD**RFP FOR ROOF REPAIR SERVICES****PROCUREMENT PROPOSAL RESPONSE PACKET**

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**Rates****Fringes**

BRICKLAYER.....	\$ 20.04	\$ 0.00
CARPENTER.....	\$ 15.21 **	\$0.00
CEMENT MASON/CONCRETE FINISHER.....	\$ 15.33 **	\$0.00
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	\$7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	\$0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	\$5.26
LABORER: Common or General.....	\$ 9.68 **	\$0.00
LABORER: Mason Tender - Brick.....	\$ 11.36 **	\$0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	\$0.00
LABORER: Pipelayer.....	\$ 12.49 **	\$2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	\$ 0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	\$ 0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	\$0.00
OPERATOR: Bulldozer.....	\$ 18.29	\$ 1.31
OPERATOR: Drill.....	\$ 16.22	\$0.34
OPERATOR: Forklift.....	\$ 14.83 **	\$0.00
OPERATOR: Grader/Blade.....	\$ 13.37 **	\$0.00
OPERATOR: Loader.....	\$ 13.55 **	\$0.94
OPERATOR: Mechanic.....	\$ 17.52	\$ 3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	\$ 0.00
OPERATOR: Roller.....	\$ 12.70 **	\$0.00
PAINTER (Brush, Roller, and Spray).....	\$ 14.45 **	\$ 0.00
PIPEFITTER.....	\$ 25.80	\$ 8.55

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PLUMBER.....	\$ 25.64	\$ 8.16
ROOFER.....	\$ 13.75 **	\$ 0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 22.73	\$ 7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 21.13	\$ 6.53
TILE FINISHER.....	\$ 11.22 **	\$ 0.00
TILE SETTER.....	\$ 14.74 **	\$ 0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	\$ 1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	\$ 8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	\$ 0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	\$ 4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

CALALLEN ISD

RFP FOR ROOF REPAIR SERVICES

PROCUREMENT PROPOSAL RESPONSE PACKET

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



A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on
- a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Please sign below confirming receipt of the District's current Prevailing Wage Rate Schedule. Contractor will be required to pay these wages as set out in the form of Agreement.

Authorized Representative (Print Name)

Title

Authorized Representative (Signature)

Date