



REQUEST FOR PROPOSAL (RFP)

for

**SECURITY FENCING
&
ACCESS CONTROL GATES**

CALALLEN INDEPENDENT SCHOOL DISTRICT

4205 WILDCAT DR.

CORPUS CHRISTI, TEXAS 78410

Issue Date: May 3, 2023

Proposal Submission to:

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

**Pre-Proposal Meeting will be Wednesday, 9:00 am, May 10, 2023 at the Calallen ISD
Central Office**

Deadline for Proposals and Technical Assistance: Thursday, 12:00 noon, June 1, 2023

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

**REQUEST FOR PROPOSALS (RFP)
FOR
SECURITY FENCING & ACCESS CONTROL GATES**

BACKGROUND INFORMATION

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 500 employees which operate three elementary schools, a middle school, and a high school. The school’s board is composed of seven active members. The board membership is composed of community representatives with a variety of backgrounds. The District is responsible for the planning, evaluation and oversight of educational programs in this area. In addition to receiving monies from the collection of taxes, the District obtains funding from the Texas Education Agency (TEA), the Department of Education (DOE), and the Department of Agriculture.

PURPOSE

Using the Request for Proposals (RFP) method of procurement, Calallen Independent School District (the District) is soliciting proposals from qualified vendors to provide for the delivery and installation of additional fencing around designated areas of each campus throughout the district. Any and all materials used during this project must be of equal or better quality than stated in the specifications.

GENERAL INFORMATION

RFP Requestor:	Calallen ISD
Contact Person:	Blair McDavid, Director of Operations
Issue Date:	May 3, 2023
Pre-Proposal Meeting	Wednesday, 9:00 am, May 10, 2023 Administration Office
Deadline for Proposals & Technical Assistance:	Thursday, 12:00 noon, June 1, 2023

Submission of Proposals: An ORIGINAL signed proposal and three (3) copies should be delivered or mailed to Calallen ISD, Attention: Blair McDavid, 4205 Wildcat Dr., Corpus Christi TX, 78410.

When submitting a proposal, it is required that proposers have the necessary professional experience, prior training and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

Proposals received will become part of the District's official files without further obligation to the proposer.

The District reserves the right to:

- accept or reject any and all proposers,
- request additional information from proposers,
- extend the deadline for submission,
- reissue the Request for Proposals,
- waive any defect, irregularity, for informality in any proposal or bidding procedure,
- retain negotiation right to clarify, or verify any aspect of a submitted proposal in response to the RFP,
- negotiate a resulting contract with one or more of the qualified proposers responding to this RFP,
- require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the materials provided herein only as a means of identifying and considering various contractor alternatives and the general cost of services derived.

The District reserves the right to vary the provisions set forth herein any time prior to the execution of a contract. This RFP does not commit the District to pay for any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any all contracts with successful proposers. Items that may be negotiated include, but are not limited to, type and scope of activities, implementation schedule, and cost. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objectives of the District. Calallen reserves the right to rescind the contract at the end of the fiscal year pending the availability of funds.

Calallen ISD reserves the right to purchase more or less than the estimated quantities on a unit basis at the unit proposal price unless otherwise specified by the vendor in the proposal.

For consideration, proposals must be submitted according to format requirements.
Vendors certify that:

1. Continuing non-performance of the proposer in terms of specifications shall be a basis for the termination of the contract by the school district. Cancellation by Calallen ISD may be made upon (30) days written notice to the successful vendor. Calallen ISD shall not pay for services, work, supplies, or equipment which are unsatisfactory. Vendors shall be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
2. All Labor Rates must be guaranteed through completion of the contract. Please note any exceptions.
3. the proposal award shall be based on the following factors:
 - 50% the monetary proposal amount
 - 15% Answers to the questionnaire
 - 15% Past experience of the District with the vendor
 - 20% Overall experience of the vendor with similar size customers.
4. Specifications as written meet the districts admissible specified requirements. Specifications received from vendors that are different from the original requirements must meet or exceed original proposal specifications to be considered as equivalent.
5. It is understood and agreed the school district reserves the right to modify conditions and specifications by mutual agreement with the selected vendor both at the time of acceptance of this proposal offer as modified, and subsequent thereto by more or less than 25% of the total value of award.
7. All contracts, agreements, and lease purchases between a vendor and Calallen ISD shall strictly adhere to the statutes as set forth in the Texas school law bulletin and the Texas uniform commercial code.
8. Proposers are invited to be present at the opening of this proposal on the date and hour specified.
9. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran statute, or handicapping condition.
10. All contracts and agreements between vendors and Calallen ISD shall strictly adhere to applicable laws.

PROCUREMENT SPECIFICATIONS

1. Contract Summary:

The approved contractor will provide for the delivery and installation of chain link fencing, estate fencing, access control personnel gates, and access control vehicle gates at designated District facilities. The district is seeking a **turn key solution** to its security fencing needs.

Contractor will be responsible for **all aspects** of the project which will involve the repair, installation, or removal of fencing, required electrical, and the installation of access controls with a product which is compatible with or equivalent to the district's existing ISONAS Pure IP system. The district will assist with integration.

2. Scope of Work requested:

WOOD RIVER ELEMENTARY (Site Map indicated as Exhibit A)

1. Repair or replace any post required. Any posts replaced will be 2" SCH40 with a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized coating as per American Society for Testing Materials (ASTM) 653;
2. Straighten & re-concrete any line post as needed;
3. Replace any hinges or latches as required;
4. Replace any missing straps, brackets, or fasteners as needed;
5. Wire brush and/or sand any surface rust discovered on existing posts or framework and treat deficient areas with cold galvanizing compound;
6. Replace approximately 230' of five (5') fence with six (6') fence by extending existing line poles where needed to ensure proper height;
7. Replace (411') existing chain link fencing adjacent to East Riverview with six (6') tall ornamental/estate fencing;
8. Estate fencing must include two (2) vehicle access control gates approximately (20') wide;
9. Estate fencing must include one (1) double swing gate sixteen (16') wide for transformer access;
10. At front of school replace (112') of chain link with six (6') tall estate fencing where indicated on Exhibit A;
11. Remove existing chain link fencing around front flag pole;
12. Back fill any holes left remaining to current grade due to post removal;
13. Include two (2) vehicle access control gates approximately twenty-six (26') wide where indicated;
14. Construct one (1) personnel access control gate approximately the width of the sidewalk and adjacent to exterior doors 3 & 4 at front of school;

EAST ELEMENTARY (Site Map indicated as Exhibit B)

1. Repair or replace any post required. Any posts replaced will be 2" SCH40 with a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized coating as per ASTM 653;
2. Replace any hinges or latches as required;
3. Replace any missing straps, brackets, or fasteners as needed;
4. Wire brush and/or sand any surface rust discovered on existing posts or framework and treat deficient areas with cold galvanizing compound;
5. At North East corner on Lott install approximately 225' of ornamental fencing;
6. Install two (2) vehicle access control gates approximately sixteen (16') wide;
7. Install one (1) access control personnel gate five (5') wide;
8. Starting at Doors 3&4 construct 230' of ornamental fencing toward Lott Dr. and ending at the intersection of Yellow Oak;
9. Install one (1) access control personnel gate the width of the sidewalk adjacent to Doors 3&4;
10. Install two (2) access control gates at front teacher parking lot. One (1) will be (24') wide and the other will be (26') wide;
11. Starting at the intersection of Lott and Yellow Oak, Install (265') of ornamental fencing to the outside of the existing bus loop;
12. Install one (1) access control vehicle gate (24') wide adjacent to Yellow Oak Road;
13. Install one (1) manual slider vehicle gate (28') wide adjacent to Yellow Oak Road;
14. Starting at the end of Yellow Oak Road, remove existing chain link fence on the South and West sides of the campus;
15. Deliver and install approximately (1,670') linear feet of new six (6') tall chain link fencing, 2" mesh, fencing will have a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized coating as per ASTM 653;
16. Utilize existing line post that are in good condition;
17. Utilize existing top rail that is in good condition;

WEST INTERMEDIATE (Site Map indicated as Exhibit C)

1. Repair or replace any post required. Any posts replaced will be 2" SCH40 with a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized coating as per ASTM 653;
2. Replace any hinges or latches as required;
3. Replace any missing straps, brackets, or fasteners as needed;
4. Wire brush and/or sand any surface rust discovered on existing posts or framework and treat deficient areas with cold galvanizing compound;
5. Repair/re-install 30' of six (6') chain link on North fence of the practice field with knuckle twist above top rail;
6. Re-establish the personnel gate and return it to a state of working order;

7. Construct twenty-five (25') of chain link adjacent to the swing area;
8. Starting at the East access control post indicated, construct approximately 208' of chain link fence six (6') tall toward the field house and terminate at the existing equipment gate;
9. Ensure all new fencing has knuckle twist tops above the top rail;
10. Repair the equipment gate and return it to a state of working order.

MAGEE INTERMEDIATE (Site Map indicated as Exhibit D)

1. Repair or replace any post required. Any posts replaced will be 2" SCH40 with a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanized coating as per ASTM 653;
2. Replace any hinges or latches as required;
3. Replace any missing straps, brackets, or fasteners as needed;
4. Wire brush and/or sand any surface rust discovered on existing posts or framework and treat deficient areas with cold galvanizing compound;
5. Replace approximately 300' of six (6') fence with eight (8') fence be extending existing line poles and reusing existing top rail;
6. Remove existing equipment gate and replace with five (5') wide personnel gate on Teague Road;
7. Remove approximately 260' of existing chain link fence adjacent to the bus loop where indicated;
8. Back fill any holes left remaining to current grade due to post removal;
9. Construct approximately 475' of new chain link fence eight (8') tall where indicated;
10. Install one (1) thirty (30') wide access control gate eight (8') tall as indicated at the bus loop;
11. Install one (1) five (5') wide personnel gate on Calallen Dr. side of the new fence;
12. Construct five (5) HVAC mechanical yard fences approximately eight (8') by fourteen (14') where indicated;
13. All mechanical yard fences are to be six (6') tall with knuckle twist tops;
14. All mechanical yards will have five (5') wide personnel gates;
15. Construct approximately forty-two (42') of estate fencing between Magee Intermediate and Star Annex where indicated Exhibit D;
16. Install access control gate between the two buildings the width of the side walk;
17. Replace approximately ninety (90') of existing chain link fencing adjacent to staff parking and church at front entrance with estate fencing six (6') tall;
18. Install ornamental vehicle access control gate approximately twenty-four (24') wide at staff parking entrance;
19. Construct approximately fifty-five (55') of estate fencing from access control gate to North East corner of Magee building as indicated on Exhibit D.

Special Notes:

Contractor will provide submittals and materials lists for approval to designated District staff. All construction activities will be coordinated with the District's Interim Director of Maintenance and/or designated staff.

Linear dimensions for fencing provided are estimates only. It will be incumbent upon the contractor to conduct site authorized visits to field verify any measurements.

All chain link must have a coating thickness equivalent to or greater than (G90) or 0.9 oz galvanize as per ASTM 653. All chain link fencing to be installed will be done so with twisted barb on top and above the top rail;

All chain link fence installed must have twisted barb on top and above top rail;

District is requesting a heavy-duty ornamental fence with steel members which have been galvanized and E-coated for rust protection;

Contractor will be required to back fill to grade any holes created due to post removal;

The district is seeking a turn key solution to its security fencing needs. Contractor will be responsible for all aspects of the project which will involve the repair, installation, or removal of fencing, and the integration of access controls with a system which is compatible with the district's existing ISONAS Pure IP system;

Proposed fencing must conform to 19 Texas Administrative Code (TAC) Chapter 61, School Districts, Subchapter CC, Commissioner's Rules Concerning School Facilities, Sub-Section 61.1031, School Safety Requirements;

Contractor will be responsible for calling 811 prior to digging and ensuring no obstacles or underground utilities are hit;

If any utilities or district infrastructure are damaged, contractor will be financially responsible to make remedy within a timely manner.

Contractor may submit their proposal via email to bmcddavid@calallen.or on or before the due date and time. Please ensure all required forms are included.

Any inquiries regarding this procurement may be done so via email to Blair McDavid at bmcddavid@calallen.org.

PROPOSAL FORMAT AND PREPARATION

Each proposer must submit one (1) ORIGINAL and three (3) copies of their proposal (for a total of three (3)). One of the copies must be marked "ORIGINAL" and contain original signatures. Proposal packages should be organized in the manner specified below:

Proposals should be prepared in a concise manner. Clarity of content and completeness are essential. All proposals must be typed and completed on 8 ½ x 11 paper.

Use the Certification by Proposer form (Attachment A) of this RFP as the cover sheet.

Each proposal must include a written narrative which reflects the proposers' planned schedule or Statement of Work response (Attachment B) of this RFP.

GRIEVANCE AND PROTEST PROCEDURES

The District will notify each proposer of the final selection. If a proposer wants to submit an inquiry or protest the award process, a letter regarding the matter should be forwarded to Calallen ISD within five (5) working days after notification of the contract award. The letter should be mailed to the attention of Blair McDavid, 4205 Wildcat Dr., Corpus Christi, TX 78410.

ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH PROPOSAL *Important Note: Please submit the Original and three (3) copies of the proposal (a total of 4)*

Attachment A.	Certification by Proposer
Attachment B.	Statement of Work/Your Proposal
Attachment C.	Certification Regarding Lobbying, Debarment etc.
Attachment D.	Texas Corporate Franchise Tax Certification
Attachment E.	Felony Conviction
Attachment F.	Federal Certifications
Attachment G.	State Certifications
Attachment H.	Disclosure of Interests
Attachment I.	Orientation to Complaint
Attachment J.	Certificate of Liability
Attachment K.	W-9 Taxpayer Identification Certification
Attachment L.	Federal Awards Contract Addendum Certification

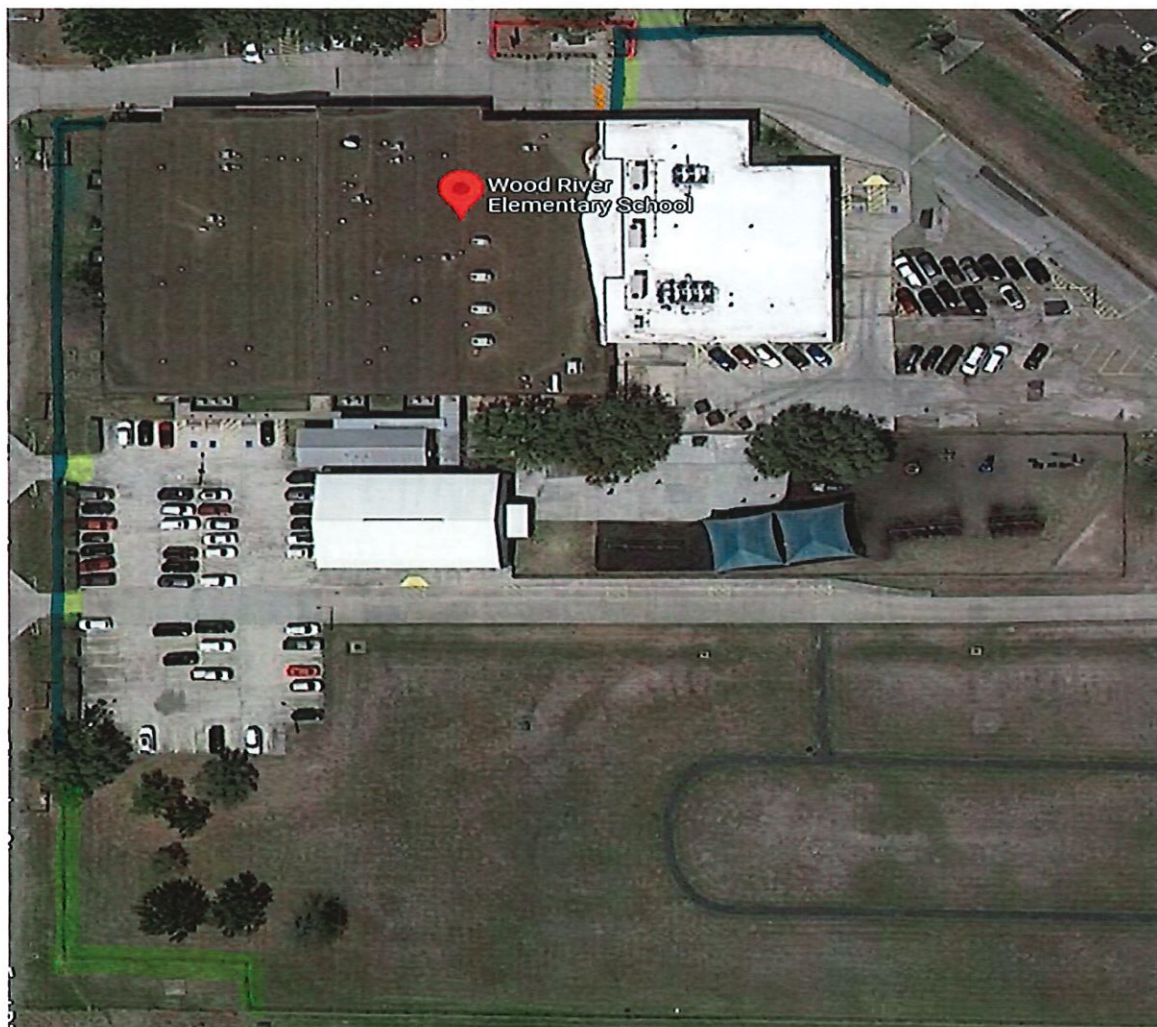
Attachment M. Performance Bond

Attachment N. payment Bond

Attachment O. References

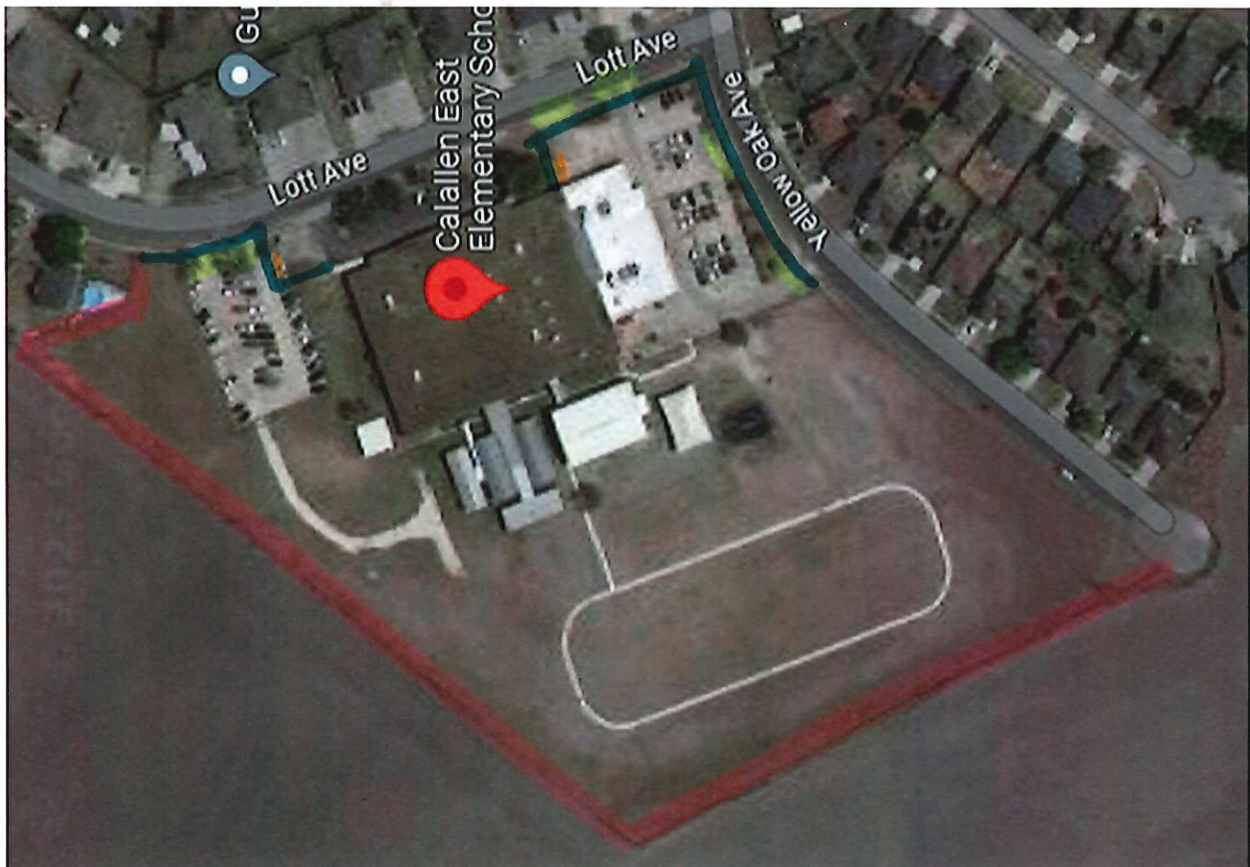
WOOD RIVER ELEMENTARY
EXHIBIT A

- Replace approximately 230' of five (5') fence with six (6') by extending existing line poles;
- Replace (411') existing chain link fencing adjacent to East Riverview with estate fencing;
- Estate fencing must include two (2) access control gates approximately (20') wide;
- Estate fencing must include one (1) double swing gate (16') wide for transformer access;
- At front of school replace (112') of chain link fence with estate fencing;
- Remove existing chain link fencing around front flag pole;
- Include two (2) access control gates approximately (26') wide where indicated;
- Construct one (1) access control personnel gate adjacent to Doors 3 & 4 at front of school.



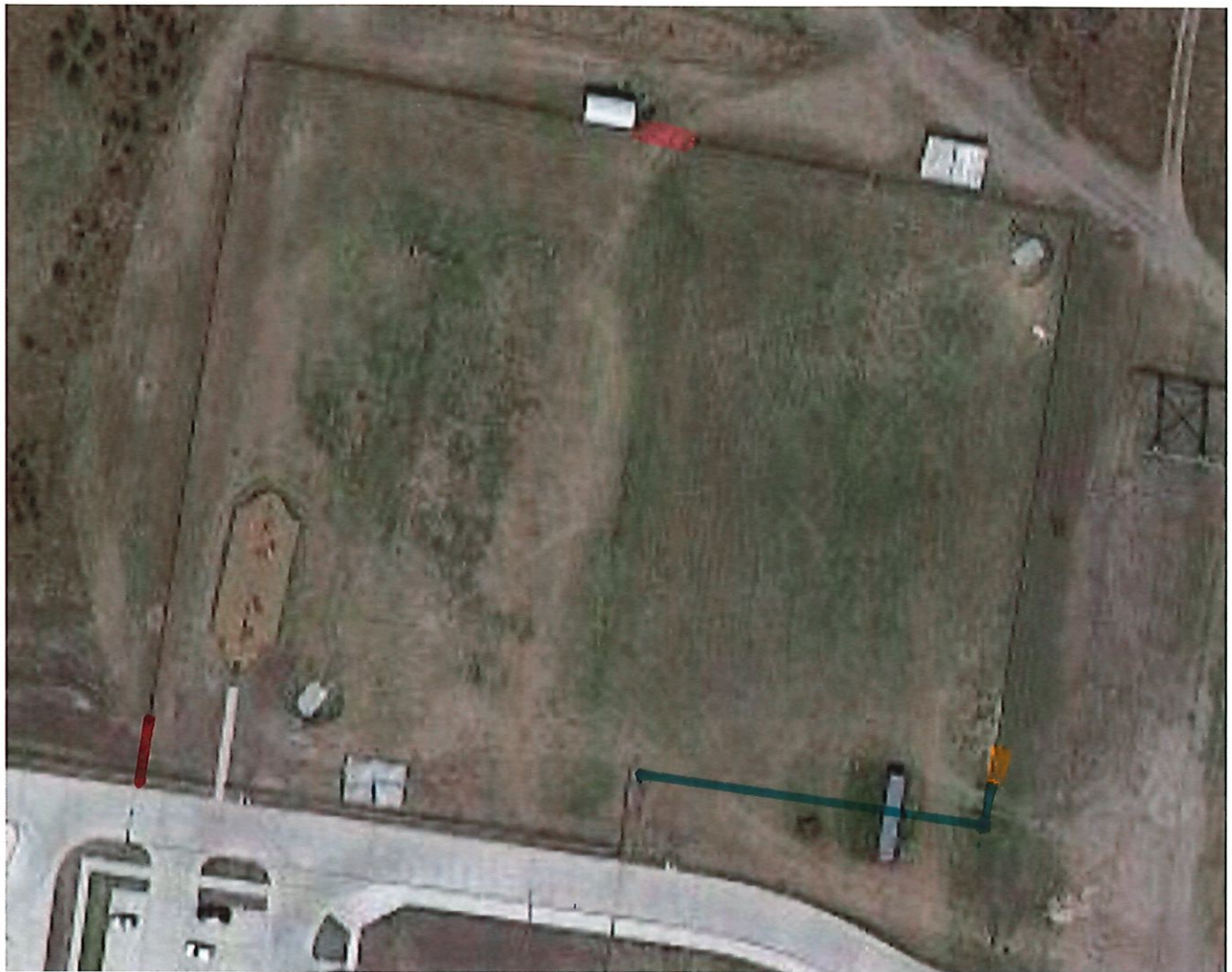
**EAST ELEMENTARY
EXHIBIT B**

- At North East corner on Lott install approximately 225' of ornamental fencing;
- Install two (2) vehicle access control gates approximately sixteen (16') wide;
- Install one (1) access control personnel gate five (5') wide;
- Starting at Doors 3&4 construct 230' of ornamental fencing toward Lott Dr. and ending at the intersection of Yellow Oak;
- Install one (1) access control personnel gate the width of the sidewalk adjacent to Doors 3&4;
- Install two (2) access control gates at front teacher parking lot. One (1) will be (24') wide and the other will be (26') wide;
- Starting at the intersection of Lott and Yellow Oak, Install (265') of ornamental fencing to the outside of the existing bus loop;
- Install one (1) access control vehicle gate (24') wide adjacent to Yellow Oak Road;
- Install one (1) manual slider vehicle gate (28') wide adjacent to Yellow Oak Road;
- Starting at the end of Yellow Oak Road, remove existing chain link fence on the South and West sides of the campus;
- Install approximately (1,670') linear feet of new six (6) tall chain link fencing, 2" mesh.



**WEST INTERMEDIATE
EXHIBIT C**

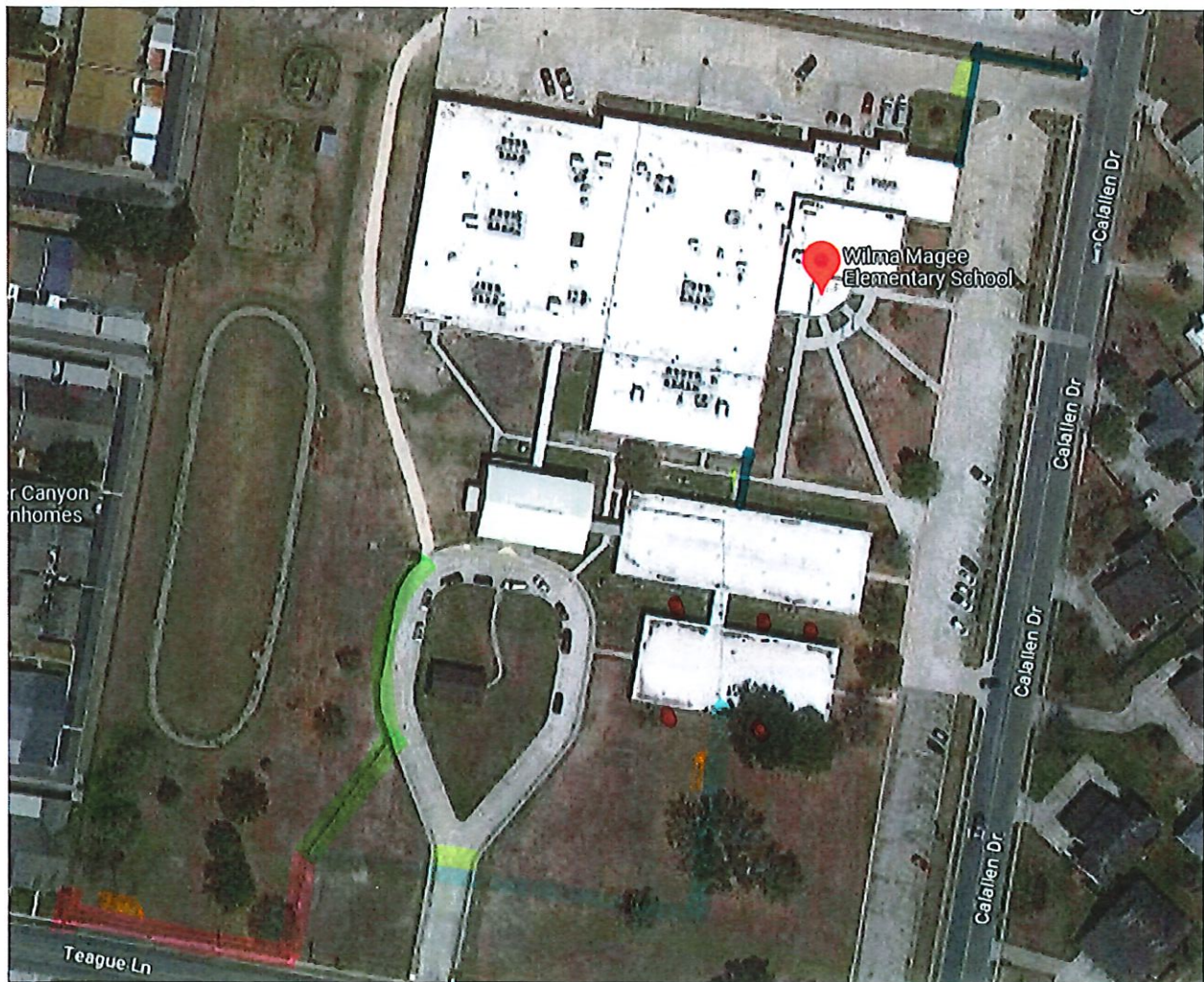
- Repair/re-install 30' of six (6') chain link on North fence of the practice field;
- Re-establish the personnel gate and return it to a state of working order;
- Construct and complete twenty-five (25') of chain link adjacent to the swing area;
- Starting at the access control gate post indicated, construct approximately 208' of chain link fence six (6') tall toward the field house and terminate at the existing equipment gate;
- Repair the equipment gate and return it to a state of working order.



MAGEE INTERMEDIATE & STAR ANNEX

EXHIBIT D

- Replace approximately 300' of six (6') fence with eight (8') fence by extending existing line poles;
- Remove existing equipment gate and replace with five (5') wide personnel gate on Teague Road;
- Remove approximately 260' of existing fence adjacent to bus loop where indicated;
- Construct approximately 475' of new chain link fence eight (8') tall where indicated;
- Install one (1) thirty (30') wide access control gate eight (8') tall as indicated at bus loop;
- Install one (1) five (5') wide personnel gate on Calallen Dr. side of new fence;
- Construct five (5) HVAC mechanical yard fences approximately eight (8') by fourteen (14');
 - All mechanical yard fences are to be six (6') tall with knuckle twist tops;
 - All mechanical yards will have five (5') personnel gates as requested;
- Construct approximately forty-two (42') of estate fencing between Magee and Star Annex
- Install access control gate between the two buildings the width of the side walk;
- Replace approximately ninety (90') for existing chain link fencing adjacent to staff parking and convert with estate fencing six (6') tall;
- Construct approximately eighty-five (85') feet of estate fencing with access control gate across north staff parking lot where indicated.



CALALLEN ISD CONSTRUCTION VENDOR PROPOSAL PACKET CERTIFICATION OF PROPOSER



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 30 days after receipt of the goods and/or services.

VENDOR IDENTIFICATION:	
Vendor Name	
Vendor DBA, if appropriate	
Type(s) of Goods or Services	
List any Co-Op contracts such as TCPN, ESC, Buy Board, etc.	
VENDOR CONTACT INFORMATION:	
Vendor Mailing Address:	
Vendor Remit Address: (If different)	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website URL:	
Vendor Email Address: (For distribution of Purchase Orders)	
How many years of similar service delivery	
Is your firm a registered HUB	
Within how many days will services be delivered	

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

Vendor Authorized Representative (Print Name)

Title

Vendor Authorized Representative (Signature)

Date

ATTACHMENT A

CERTIFICATION BY PROPOSER for SECURITY FENCING & ACCESS CONTROL GATES

I. VENDOR RESPONSE

How many years has your firm been providing similar services. _____

What are your qualifications, and experience providing these services. _____

How many years of experience do you have working with non-profits. _____

Is your firm registered with the state General Services Commission as a HUB. _____

Provide copy of your State Certificate.

Provide a brief description of your organizations, legal status, size, and whether it is local regional, or national in operation. _____

Within _____ days of notice to proceed will you be able to deliver the requested equipment to CISD.

What is your total time for completing the project? _____

Special Note: Please attach your organizations Scope of Work and proposal as part of Attachment A

Proposal Form

We propose to enter into contract with Calallen ISD for the repair, removal, and installation for security fencing and access control gates in accordance with the specifications in this proposal, for the prices set forth below.

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.

1. **Base Proposal:** Provide pricing for the complete project for each campus as designated within this document.

Wood River Elementary (Exhibit A):

Provide pricing for installation of all fencing and gates \$ _____;

Provide pricing of any warranties and terms \$ _____;

TURNKEY COST for Wood River Elementary Proposal \$ _____;

East Elementary (Exhibit B):

Provide pricing for installation of all fencing and gates \$ _____;

Provide pricing of any warranties and terms \$ _____;

TURNKEY COST for East Elementary Proposal \$ _____;

West Intermediate (Exhibit C):

Provide pricing for installation of all fencing and gates \$ _____;

Provide pricing of any warranties and terms \$ _____;

TURNKEY COST for West Intermediate Proposal \$ _____;

Magee Intermediate & Star Annex (Exhibit D):

Provide pricing for installation of all fencing and gates \$ _____;

Provide pricing of any warranties and terms \$ _____;

TURNKEY COST for Magee & Star Proposal \$ _____;

GRAND TOTAL ALL LOCATIONS \$ _____

SPECIAL NOTE: The District reserves the right to accept or reject any and all offers as part of this procurement. Furthermore, the District reserves the right to accept or reject the proposal in whole or in part of this procurement. Any and all materials proposed as part of this procurement must meet or exceed the specifications described within this document.

Contractor will be responsible for coordinating any activities with the District's Maintenance Department. Proposer must provide submittals for all proposed fencing and assemblies for review. Attach any other documents required detailing the proposed Scope of Work/Proposal or other service offerings which you provide

PRINT NAME: _____ Company: _____

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

CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

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.
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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;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

- (4) 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.

Name and Title of Authorized Representative

Signature

Date

TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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.

Name and Title of Authorized Representative

Signature

Date

FELONY CONVICTION NOTICE

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.

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.

Name and Title of Authorized Representative

Signature

Date

STATE ASSESSMENT CERTIFICATION

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.

Name and Title of Authorized Representative

Signature

Date

FEDERAL CERTIFICATIONS

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.

Name and Title of Authorized Representative

Signature

Date

STATE CERTIFICATIONS

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

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

Name and Title of Authorized Representative

Signature

Date

DISCLOSURE OF INTEREST

CERTIFICATE OF INTERESTED PARTIES			FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		
		Controlling	Intermediary	
5 Check only if there is NO Interested Party. <input type="checkbox"/>				
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.				
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="margin-bottom: 10px;"> AFFIX NOTARY STAMP / SEAL ABOVE </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>				
ADD ADDITIONAL PAGES AS NECESSARY				

ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS

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

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

**Calallen Independent School District
ATTN: Blair McDavid
4205 Wildcat Dr.
Corpus Christi, Texas**

**78410
Telephone: (361) 242-5604**

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.

Name and Title of Authorized Representative

Signature

Date

CERTIFICATE OF LIABILITY

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE				DATE																	
PRODUCER <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SAMPLE ONLY</div>		<p>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.</p> <p style="text-align: center;">COMPANIES AFFORDING COVERAGE</p> <p>COMPANY A</p> <p>COMPANY B</p> <p>COMPANY C</p> <p>COMPANY D</p>																			
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COVERAGES																					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																					
CO LTS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS																					
(PROJECT ADDRESS) SAMPLE ONLY																					
CERTIFICATE HOLDER			CANCELLATION																		
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 226T Austin, Texas 78778-0001			<p>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.</p> <p>AUTHORIZED REPRESENTATIVE</p>																		

<https://www.irs.gov/forms-pubs/about-form-w-9>

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Revised July 1, 2021

FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION

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

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

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

- B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. *[Applicable ONLY to contracts in excess of \$10,000.]*

Pursuant to Federal Rule (B) above, when the District expends federal funds, the District reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District believes, in its sole discretion that it is in the best interest of the District to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District as of the termination date if the contract is terminated for convenience of the District. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the District's best interest.

- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." *[Applicable ONLY to federally assisted construction contracts.]*

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

- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable

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

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

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

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). *[Applicable ONLY to contracts in excess of \$250,000.]*

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

- J. Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements

- K. Domestic Preferences for Procurements – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

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

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

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

CERTIFICATION OF NON-COLLUSION STATEMENT

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION

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

Name and Title of Authorized Representative

Signature

Date

Date

PERFORMANCE BOND

CALLEN INDEPENDENT SCHOOL DISTRICT
Corpus Christi, Texas

PERFORMANCE BOND

THE STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES *

That we, _____, Contractor, as Principal, and _____
_____, as Surety, are hereby held and firmly bound unto the CALLEN
INDEPENDENT SCHOOL DISTRICT, Corpus Christi, Texas (hereafter called "Owner") in the full and just sum of _____
Dollars (\$_____) for the
payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: WHEREAS the Principal entered into a certain Contract,
which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length
herein, with the Owner acting by and through its Board of Trustees, dated _____,
for the construction of the "CALLEN I.S.D. 2021 HVAC CAPITAL PROJECTS", Calallen Independent School District,
Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto,
prepared by Stridde, Callins and Associates, Inc., Engineer;

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the Contract in accordance with
the Drawings, Specifications, and other Contract Documents pertaining thereto, as well as any changes,
extensions, deletions or modifications thereof which may be made by Owner, with or without notice to the
Surety, and shall fully indemnify and save harmless the Owner from all costs and damage which it may suffer by
reason of Principal's default or failure so to do, shall fully reimburse and repay Owner all outlay and expense
which Owner may incur in making good any such default, then this obligation shall be null and void, otherwise it
shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the
Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or
the making by the Owner of any payment or pre-payment under the Contract, or the giving by the Owner of any
extension of time for the performance of the Contract, or the granting of any other forbearance on the part of
either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of
them, their heirs, executors, administrators, successors or assigns, from their liability or the liability of any of them
hereunder, notice to the Surety of any such addition, deletion, alteration, change, payment, pre-payment,
extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is made and entered into solely for the protection of the Owner pursuant to the provisions of Chapter 2253, Government Code, as amended, and all liabilities on this bond are to be determined in accordance with the provisions thereof.

EXECUTED on _____, 2021.

PRINCIPAL:

Contractor

By _____

Name: _____

Title: _____

SURETY:

(Corporate Name)

By _____

Attorney-in-Fact

Name: _____

ATTEST:

By _____

Name: _____

Title: _____

Address of Contractor:

Address of Surety:

(Corporate Seal)

PAYMENT BOND

CALALLEN INDEPENDENT SCHOOL DISTRICT
Corpus Christi, Texas

PAYMENT BOND

THE STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES *

That we, _____, Contractor, as Principal, and _____, as Surety, are hereby held and firmly bound unto the CALALLEN INDEPENDENT SCHOOL DISTRICT, Corpus Christi, Texas (hereafter called "Owner") in the full and just sum of _____ Dollars (\$ _____) for the payment of which the said Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that: WHEREAS the Principal entered into a certain Contract, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein, with the Owner acting by and through its Board of Trustees, dated _____, 2021, for the construction of "CALALLEN I.S.D. 2021 HVAC CAPITAL PROJECTS", Calallen I.S.D., Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto, prepared by Stridde, Callins and Associates, Inc., Engineer;

NOW, THEREFORE, if the Principal shall promptly make payment to all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and materials in the prosecution of the work provided for in said Contract, as well as any changes, extensions, deletions or modifications thereof which may be made by Owner, with or without notice to Surety, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED that any additions, deletions, alterations or changes which may be made in the terms of the Contract or in the Drawings, Specifications or other Contract Documents, or in the work to be done thereunder, or the making by the Owner of any payment or pre-payment under the contract, or the giving by the Owner of any extension of time for the performance of the contract, or the granting of any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal or the Surety, or either of them, their heirs, executors, administrators, successors or assigns, from their liability of any of them hereunder, notice to the surety of any such addition, deletion, alteration, change, payment, pre-payment, extension or forbearance being hereby expressly waived.

PROVIDED FURTHER, that this bond is made and entered into solely for the protection of all claimants as defined in Chapter 2253, Government Code, as amended, supplying labor and material in the prosecution of the work provided for in said Contract, and each claimant shall have a direct right of action under the bond as provided in such Chapter 2253, Government Code, as amended.

EXECUTED on _____, 2021.

PRINCIPAL:

Contractor

By _____

Name: _____

Title: _____

SURETY:

(Corporate Name)

By _____

Attorney-in-Fact

Name: _____

ATTEST:

By _____

Name: _____

Title: _____

Address of Contractor:

Address of Surety:

(Corporate Seal)

REFERENCES

Please indicate all required Point of Contact information requested

Name of Company: _____

Address of Reference: _____

Point of Contact: _____

Phone: _____

Email: _____

Name of Company: _____

Address of Reference: _____

Point of Contact: _____

Phone: _____

Email: _____

Name of Company: _____

Address of Reference: _____

Point of Contact: _____

Phone: _____

Email: _____