



**REQUEST FOR PROPOSAL (RFP)**

**For a**

**DOOR HARDWARE & ACCESSORIES**

**CALALLEN INDEPENDENT SCHOOL DISTRICT**

**4205 WILDCAT DR.**

**CORPUS CHRISTI, TEXAS 78410**

**Issue Date: March 28, 2023**

**Proposal Submission to:**

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

**Deadline for Proposals and Technical Assistance: Thursday, 2:00 PM, April 27, 2023**

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

**REQUEST FOR PROPOSALS (RFP)  
FOR A  
DOOR HARDWARE & ACCESSORIES**

**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 licensed and qualified vendors to deliver and install new door hardware and accessories at various campuses within the district. Any and all hardware and accessories proposed will be integrated with the current Primus key system in place.

*Special Note: Award of this contract will be contingent upon Board approval on May 15, 2023 and successful passage of the 2023 May Bond election.*

**GENERAL INFORMATION**

RFP Requestor:	Calallen ISD
Contact Person:	Blair McDavid, Director of Purchasing & Operations
Issue Date:	March 28, 2023
Deadline for Proposals & Technical Assistance:	Thursday, 2:00 PM, April 27, 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. IF submitting electronically, do so via email to [bmc david@calallen.org](mailto:bmc david@calallen.org). Proposers must ensure all forms are included as part of the final submission packet.

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% Responsiveness to the questionnaire
  - 15% Experience of 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 service contractor will provide for the removal of existing interior and exterior door hardware as designated and installation of ADA compliant hardware as requested. All hardware will be integrated with the current Primus key system in use.

### 2. Scope of Work requested:

#### Contractor shall be responsible to:

Provide pricing for the complete replacement of all interior door locks within the high school to ensure they are ADA compliant. The requested Cylindrical Lever Lock must meet or exceed the requirements of ANSI 156.2 Series 4000 Grade I. The District is currently utilizing the Sargent/Assa Abloy locking system. **Quantities of lever locks are provided as part of Attachment A the Proposal Form.**

***SPECIAL NOTE: The District reserves the right to accept or reject any and all offers as part of this procurement. Proposer must provide submittals for all proposed doors, locks, and assemblies for review. Price accordingly. Award of this contract will be contingent upon Board approval on May 15, 2023 and successful passage of the 2023 May Bond election.***

#### Planning:

- a. Contractor will meet with appropriate staff to review the Scope of Work;
- b. Conduct site visits with District staff;
- c. Review all doors to ensure proposed solution meets client needs;
- d. Verify any and all keys are in working order with District staff;

#### Staging:

- a. Contractor will deliver the equipment to the District's designated and approved facility no more than three weeks prior to installation;

#### Implementation:

- a. Contractor will work with District staff during the installation of the equipment. During this process the Contractor will be responsible for providing any applicable permits;

#### Testing:

- a. Contractor will demonstrate all features and peripherals are working properly as designed;
- b. Perform final acceptance once installation and walk through has been completed;

**Assurances:**

- a. Review of all features of the product installed with campus staff;
- b. Review of as built drawings;
- c. Basic administration and operational tasks;
- d. Reinstallation and/or reconfiguration in case of failure;
- e. Monitor, testing, and maintaining the products deployed in the solution;
- f. Provide warranty and support procedures for all products deployed;
- g. Tag all keys for each door;
- h. Install new lock box and ensure each key is accounted for and present during final inspection by campus administration

**Project Management:**

- a. Create a project plan and schedule;
- b. Ensure accurate and timely updates through the use of meeting notes, engineering status reports, and issue tracking notes
- c. Oversee a quality assurance review of documentation deliverables to District;

**District will provide:**

- a. Provide necessary information about current lock system;
- b. Make available District staff with working knowledge of existing infrastructure;
- c. Provide access to all working locations
- d. Provide work area use during onsite activities to include phone access;
- e. Provide parking passes and adequate parking as needed;

## SPECIFICATIONS & MODEL NUMBERS

*Special Note: Any and all materials proposed as part of this procurement must meet or exceed the specifications described within this document. Vendor will need to propose two (2) cylinders for each classroom function requested.*

<u>Type</u>	<u>Description/model</u>	<u>Finish</u>	<u>Mfgr.</u>
Mortise Cylinder	20-059 x 112	626	SCHLAGE
Rim Cylinder	20-079	626	SCHLAGE
Cylinder Core	20-740	626	SCHLAGE
Classroom	ND75JD	626	SCHLAGE
Storeroom	ND80JD	626	SCHLAGE
Passage	ND40D	626	SCHLAGE
Privacy/Restroom	ND10	626	SCHLAGE
Exit Device	LD-HH-98EO X 299F(US32D) X 3-0 X SNB		VON DUPRIN
Exit Hardware Actuator	EL99EO26D3		COMMAND ACCESS

### **East Elementary**

Classroom function: 61  
 Storeroom/night latch: 54  
 Privacy/restrooms: 28  
 Rim Cylinders: 20  
 Passage: 5  
**Von Duprin Exit Devices: 10**

### **Wood River Elementary**

Classroom function: 62  
 Storeroom/night latch: 30  
 Privacy/restrooms: 22  
 Rim Cylinders: 5  
 Passage: 5  
**Von Duprin Exit Devices: 11**

### **Middle School**

Classroom function: 149  
 Storeroom/night latch: 123  
 Privacy/restroom: 4  
 Passage: 14  
**Von Duprin Exit Devices: 25**

### **Magee Intermediate**

**Exit Hardware Actuators: 11**

*Special Note: Pricing for Von Duprin devices and exit hardware actuators will be for fixtures only. These devices will be installed at a later time. All other hardware will be installed where designated.*



## **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)*

<b>Attachment A.</b>	<b>Certification by Proposer</b>
<b>Attachment B.</b>	<b>Statement of Work/Your Proposal</b>
<b>Attachment C.</b>	<b>Certification Regarding Lobbying, Debarment etc.</b>
<b>Attachment D.</b>	<b>Texas Corporate Franchise Tax Certification</b>
<b>Attachment E.</b>	<b>Felony Conviction Notice</b>
<b>Attachment F.</b>	<b>State Assessment Certificate</b>
<b>Attachment G.</b>	<b>Federal Certifications</b>
<b>Attachment H.</b>	<b>State Certifications</b>
<b>Attachment I</b>	<b>Disclosure of Interests</b>
<b>Attachment J.</b>	<b>Orientation to Complaint</b>
<b>Attachment K.</b>	<b>Certificate of Liability</b>

<b>Attachment L.</b>	<b>W9 Taxpayer Identification Certification</b>
<b>Attachment M.</b>	<b>Federal Awards Contract Addendum Certification</b>
<b>Attachment N.</b>	<b>Performance Bond</b>
<b>Attachment O.</b>	<b>Payment Bond</b>
<b>Attachment P.</b>	<b>References</b>

# **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.

<b>VENDOR IDENTIFICATION:</b>	
Vendor Name	
Vendor DBA, if appropriate	
Type(s) of Goods or Services	
List any Co-Op contracts such as TCPN, ESC, Buy Board, etc.	
<b>VENDOR CONTACT INFORMATION:</b>	
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  
**DOOR HARDWARE & ACCESSORIES**

**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 of designated doors and assemblies 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 replacement of exterior and interior door locks throughout the district as designated to ensure they are ADA compliant. The requested Cylindrical Lever Lock must meet or exceed the requirements of ANSI 156.2 Series 4000 Grade I, Sargent ASSA ABLOY.

### East Elementary:

Double Key Classroom lever locks: Quantity 61 Cost \$ \_\_\_\_\_;

Single Key Storage/Closet nigh latch lever locks: Quantity 54 Cost \$ \_\_\_\_\_;

Privacy/Restroom lever locks: Quantity 28 Cost \$ \_\_\_\_\_;

Rim Cylinders: Quantity 20 Cost \$ \_\_\_\_\_;

Passage: Quantity 5 Cost \$ \_\_\_\_\_;

Exit Devices: (Fixtures Only) Quantity 10 Cost \$ \_\_\_\_\_;

Provide pricing for installation during school hours \$ \_\_\_\_\_;

Provide pricing of any warranties and terms \$ \_\_\_\_\_;

**TURNKEY COST** for the East Elementary Proposal \$ \_\_\_\_\_;

### Wood River:

Double Key Classroom lever locks: Quantity 62 Cost \$ \_\_\_\_\_;

Single Key Storage/Closet nigh latch lever locks: Quantity 30 Cost \$ \_\_\_\_\_;

Privacy/Restroom lever locks: Quantity 22 Cost \$ \_\_\_\_\_;

Rim Cylinders: Quantity 5 Cost \$ \_\_\_\_\_;

Passage: Quantity 5 Cost \$ \_\_\_\_\_;

Exit Devices: (Fixtures Only) Quantity 11 Cost \$ \_\_\_\_\_;

Provide pricing for installation school hours \$ \_\_\_\_\_;

Provide pricing of any warranties and terms \$ \_\_\_\_\_;

**TURNKEY COST** for the Wood River Elementary Proposal \$ \_\_\_\_\_;

**Middle School:**

Double Key Classroom lever locks: Quantity 149 Cost \$ \_\_\_\_\_;

Single Key Storage/Closet nigh latch lever locks: Quantity 123 Cost \$ \_\_\_\_\_;

Privacy/Restroom lever locks: Quantity 4 Cost \$ \_\_\_\_\_;

Passage: Quantity 14 Cost \$ \_\_\_\_\_;

Exit Devices: (Fixtures Only) Quantity 25 Cost \$ \_\_\_\_\_;

Provide pricing for installation during school hours \$ \_\_\_\_\_;

Provide pricing of any warranties and terms \$ \_\_\_\_\_;

**TURNKEY COST** for the Middle School Proposal \$ \_\_\_\_\_;

**Magee Intermediate:**

Exit Hardware Actuators: (Fixtures Only) Quantity 11 Cost \$ \_\_\_\_\_;

**GRAND TOTAL FOR ALL SCHOOLS** \$ \_\_\_\_\_

**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. Vendor will need to propose two (2) cylinders for each classroom function requested.*

*Pricing for Von Duprin devices and exit hardware actuators will be for fixtures only. These devices will be installed at a later time. All other hardware will be installed where designated. Provide pricing accordingly.*

Contractor will be responsible for coordinating any activities with the District's Maintenance Department. Proposer must provide submittals for all proposed doors, locks, 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**

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

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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).

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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.

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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).

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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.

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Name and Title of Authorized Representative

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Signature

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Date



## TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

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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.

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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.

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

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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."

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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

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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 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

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

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

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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:

\_\_\_\_\_ 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

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

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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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DISCLOSURE OF INTEREST

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>																																							
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.		<b>OFFICE USE ONLY</b>																																							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																																									
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																									
<b>3</b> 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.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; text-align: center; padding: 5px;">4 Name of Interested Party</th> <th rowspan="2" style="width: 30%; text-align: center; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="text-align: center; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%; text-align: center; padding: 5px;">Controlling</th> <th style="width: 15%; text-align: center; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>				4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																
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		Controlling	Intermediary																																						
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																																									
<b>6 AFFIDAVIT</b> <span style="float: right;">I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.</span>																																									
<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;"> <div style="width: 30%;">             _____              Signature of officer administering oath           </div> <div style="width: 30%;">             _____              Printed name of officer administering oath           </div> <div style="width: 30%;">             _____              Title of officer administering oath           </div> </div>																																									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																																									

## ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS

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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.**

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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																
<b>PRODUCER</b>  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SAMPLE ONLY</div>		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.  <div style="text-align: center; font-weight: bold;">COMPANIES AFFORDING COVERAGE</div> COMPANY A COMPANY B COMPANY C COMPANY D																		
<b>INSURED</b>  <div style="text-align: center; font-size: 1.2em; font-weight: bold;">SAMPLE ONLY</div>																				
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. LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS															
	<b>GENERAL LIABILITY</b> <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)				<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>PRODUCTS/COMP/OP AGG</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>FIRE DAMAGE (Anyone fire)</td><td style="text-align: right;">\$ 50,000.00</td></tr> <tr><td>MED EXP (Anyone person)</td><td style="text-align: right;">\$ 5,000.00</td></tr> </table>	GENERAL AGGREGATE	\$1,000,000.00	PRODUCTS/COMP/OP 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			
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FIRE DAMAGE (Anyone fire)	\$ 50,000.00																			
MED EXP (Anyone person)	\$ 5,000.00																			
	<b>AUTOMOBILE LIABILITY</b> <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				<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$1,000,000.00	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$							
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	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$											
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OFFICERS ARE:				<table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td> <td><input type="checkbox"/> OTH. ER</td> <td></td> </tr> <tr><td>EL EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000.00</td></tr> <tr><td>EL DISEASE-Policy Limit</td><td></td><td style="text-align: right;">\$ 500,000.00</td></tr> <tr><td>EL DISEASE-Ea. Employee</td><td></td><td style="text-align: right;">\$ 500,000.00</td></tr> <tr><td>AMOUNT OF CONTRACT</td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTH. ER		EL EACH ACCIDENT		\$ 500,000.00	EL DISEASE-Policy Limit		\$ 500,000.00	EL DISEASE-Ea. Employee		\$ 500,000.00	AMOUNT OF CONTRACT		
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK																			
<input checked="" type="checkbox"/>	<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																				
SAMPLE ONLY																				
(PROJECT ADDRESS)																				
CERTIFICATE HOLDER			CANCELLATION																	
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 225T Austin, Texas 78778-0001			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE																	

# W9 TAXPAYER IDENTIFICATION CERTIFICATION

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

<b>Form W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
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) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> 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.		
Social security number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>		Employer identification number <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 20px; margin-bottom: 5px;"></div>
<b>Part II Certification</b> 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).		
<b>Certification instructions.</b> 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.		
<b>Sign Here</b>	Signature of U.S. person ▶	
	Date ▶	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.		
<b>Purpose of Form</b> 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.		
<b>Note.</b> 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. <b>Definition of a U.S. person.</b> 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). <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		

Cat. No. 10231X

Form **W-9** (Rev. 1-2011)



## FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION

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### 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

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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 "Door Hardware & Accessories Project", Calallen Independent School District, Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto, prepared by Calallen ISD;

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 \_\_\_\_\_, 2023.

**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

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CALLEN 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 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 \_\_\_\_\_, 2023, for the construction of "Door Hardware & Accessories", Calallen I.S.D., Corpus Christi, Texas, in accordance with the Drawings, Specifications and other Contract Documents thereto, prepared by Calallen ISD;

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: \_\_\_\_\_