

**CALALLEN ISD  
VENDOR APPLICATION PACKET**



**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	
Federal Tax ID or Social Security Number	
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 from mailing)	
Vendor Phone Number:	
Vendor Fax Number:	
Vendor Website URL:	
Vendor Email Address: (For distribution of Purchase Orders)	

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

## **CERTIFICATIONS 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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Authorized Representative (Print Name)

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Title

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Authorized Representative (Signature)

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Date

## PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION DUTIES

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In 2025, the Texas Legislature adopted Senate Bill 12, which added section 11.005 to SECTION 3. Subchapter A, Chapter 11, of the Education Code, among other changes. Effective September 1, 2025, the bill implements Diversity, Equity, and Inclusion (DEI) related provisions and requirements for school district contractors, including:

- Prohibition of DEI duties: School districts are not allowed to assign any DEI duties, as defined in the law, to contractors.
- Ban on DEI statements: School districts cannot request or evaluate DEI statements from contractors during the hiring or selection process.
- Training and programs: Contractors are prohibited from developing or implementing training or programs that reference protected characteristics such as race, ethnicity, or gender identity, except under specific, limited circumstances.

Applicable bill section text:

Sec. 11.005. PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION DUTIES.

(a) In this section, "diversity, equity, and inclusion duties" means:

- (1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;
- (2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;
- (3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except:
  - (A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts or open-enrollment charter schools;
  - or
  - (B) as necessary to comply with state or federal law; and
- (4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.

(b) Except as required by state or federal law, a school district:

- (1) may not assign diversity, equity, and inclusion duties to any person; and
- (2) shall prohibit a district employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the district.

(c) A school district shall adopt a policy and procedure for the appropriate discipline, including termination, of a district employee or contractor who intentionally or knowingly engages in or assigns to another person diversity, equity, and inclusion duties. The district shall provide a physical and electronic copy of the policy and procedure to each district employee or contractor.

d) The policy and procedure adopted by a school district under Subsection (c) must ensure that an employee or contractor receives adequate due process and an opportunity to appeal disciplinary actions, including termination, in the same manner provided for other disciplinary actions.

(e) Nothing in this section may be construed to:

- (1) limit or prohibit a school district from contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;
- (2) limit or prohibit a school district from acknowledging or teaching the significance of state and federal holidays or commemorative months and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the essential knowledge and skills adopted under Subchapter A, Chapter 28;

- (3) affect a student's rights under the First Amendment to the United States Constitution or Section 8, Article I, Texas Constitution;
- (4) limit or prohibit a school district from analyzing school-based causes and taking steps to eliminate unlawful discriminatory practices as necessary to address achievement gaps and differentials described by Section 39.053; or
- (5) apply to:
  - (A) classroom instruction that is consistent with the essential knowledge and skills adopted by the State Board of Education;
  - (B) the collection, monitoring, or reporting of data;
  - (C) a policy, practice, procedure, program, or activity intended to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity; or
  - (D) a student club that is in compliance with the requirements of Section 33.0815.

Additionally, Senate Bill 12, added Subsection (h) SECTION 22. Section 28.0022, of the Education Code. Effective September 1, 2025, the District is required to provide a physical and electronic copy of the policy and procedure to each district or school employee or contractor. An electronic copy of the policy and procedure can be accessed here: <https://www.calallen.org/leadership-clone/school-board/board-policy-online> . Should the contractor require a physical copy of the policy and procedure, please contact the CISD Central Administration at 361-242-5600 and the District will mail a physical copy at no charge to the contractor.

Applicable bill section text:

- (h) A school district or open-enrollment charter school shall adopt a policy and procedure for the appropriate discipline, including termination, of a district or school employee or contractor who intentionally or knowingly engages in or assigns to another person an act prohibited by this section. The district or school shall provide a physical and electronic copy of the policy and procedure to each district or school employee or contractor.

For access to full bill text: <https://capitol.texas.gov/tlodocs/89R/billtext/html/SB00012F.htm>

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The Vendor certifies that they have been informed of the SB2 language and requirements regarding DEI, and received a copy of the District’s policies and procedures in compliance with this bill. The vendor certifies that it does not and will not engage in DEI duties at, for, or on behalf of the District and if the vendor does so, the vendors contract/s (including purchase orders) are subject to termination.

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Authorized Representative (Print Name)

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Title

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Authorized Representative (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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## STATE AND 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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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 vendor 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 Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Contractor Companies"), boycotts Israel.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

## CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ

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

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

No conflict of interest exists

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

*A copy of the form can be found below and must be submitted if applicable.*

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

## PROHIBITION ON CERTAIN ACTIVITY BY VENDOR

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In 2025, the Texas Legislature adopted House Bill 210, which added section 11.067 to SECTION 1. Subchapter C, Chapter 11, of the Education Code. Effective September 1, 2025, the law severely limits the ability of Board Member-owned businesses to contract with their school districts. The Vendor commits a criminal offense if it receives a contract from the school and any Board Member or Board Member's family member (2nd degree of consanguinity) has a substantial interest in the business - more than 10% ownership or profits from that business. It also provides for Vendor criminal liability if the Vendor gave or promised a Board Member a gift valued at \$250 or more.

For a current list of Calallen ISD Board Members, please visit <https://www.calallen.org/leadership-clone/school-board>.

Full bill text:

**Sec. 11.067. PROHIBITION ON CERTAIN ACTIVITY BY VENDOR.**

- (a) In this section, "vendor" means a company, individual, contractor, subcontractor, or professional services provider with whom a school district or open-enrollment charter school enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services.
- (b) A vendor that bids on or receives a contract from a school district or an open-enrollment charter school commits an offense if any individual serving on the board of trustees or governing body of the district or school:
  - (1) has a substantial interest in the vendor or a subcontractor hired by a vendor;
  - (2) is related in the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who has a substantial interest in the vendor; or
  - (3) has received or has been promised a gift or in-kind services with a value of more than \$250.
- (c) An individual has a substantial interest in a vendor if the individual:
  - (1) owns more than 10 percent of the voting interest in the vendor; or
  - (2) has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10 percent of the profits, proceeds, or capital gains of the vendor.
- (d) An offense under this section is a Class C misdemeanor, except that a second offense under this section is a Class B misdemeanor, a third offense under this section is a Class A misdemeanor, and a fourth or subsequent offense under this section is a state jail felony.
- (e) Notwithstanding Subsection (d), any offense under this section is a state jail felony if the vendor directly or indirectly through a third party compensated the individual serving on the board of trustees or governing body of a school district or open-enrollment charter school with money, gifts, or in-kind services as consideration for the district or school entering into a contract with the vendor.

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The Vendor certifies that they have been informed of the HB210 language, requirements, and penalties.

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Authorized Representative (Print Name)

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Title

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Authorized Representative (Signature)

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Date

## CERTIFICATE OF INTERESTED PARTIES

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

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

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

*Gov't Code 2252.908*

The disclosure requirement does not apply to a contract with:

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

*Gov't Code 2252.908(c)(4)–(6)*

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

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

The contractor certifies that:

\_\_\_\_\_ Form 1295 filing is required and a certification of filing will be provided to Calallen ISD

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

# 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) 242-5600**

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

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

## EQUAL OPPORTUNITY IS THE LAW

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

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

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Authorized Representative (Print Name)

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Title

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Authorized Representative (Signature)

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Date

# CERTIFICATE OF LIABILITY

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE		DATE			
<p>PRODUCER</p> <p style="text-align: center; font-size: 1.2em;"><b>SAMPLE ONLY</b></p>	<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>				
<p>INSURED</p> <p style="text-align: center; font-size: 1.2em;"><b>SAMPLE ONLY</b></p>					
<p><b>COVERAGES</b></p> <p>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.</p>					
CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY</p> <p>THE STATE OF TEXAS, IT'S EMPLOYEES, NAME INSURED (SEE BELOW)</p>				<p>GENERAL AGGREGATE \$1,000,000.00</p> <p>PRODUCTS/COMP/OP AGG \$1,000,000.00</p> <p>PERSONAL &amp; ADV INJURY \$1,000,000.00</p> <p>EACH OCCURRENCE \$1,000,000.00</p> <p>FIRE DAMAGE (Anyone fire) \$ 50,000.00</p> <p>MED EXP (Anyone person) \$ 5,000.00</p>
	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input checked="" type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input checked="" type="checkbox"/> NON-OWNED AUTOS</p>				<p>COMBINED SINGLE LIMIT \$1,000,000.00</p> <p>BODILY INJURY \$</p> <p>(Per person)</p> <p>BODILY INJURY \$</p> <p>(Per accident)</p> <p>PROPERTY DAMAGE \$</p> <p>\$</p>
	<p>GARAGE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO</p>				<p>AUTO ONLY-EA ACCIDENT \$</p> <p>OTHER THAN AUTO ONLY:</p> <p>EACH ACCIDENT \$</p> <p>AGGREGATE \$</p>
	<p>EXCESS LIABILITY</p> <p><input type="checkbox"/> UMBRELLA FORM</p> <p><input type="checkbox"/> OTHER THAN UMBRELLA FORM</p>				<p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p> <p>\$</p>
	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL</p>				<p><input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER</p> <p>EL EACH ACCIDENT \$ 500,000.00</p> <p>EL DISEASE-Policy Limit \$ 500,000.00</p> <p>EL DISEASE-Ea. Employee \$ 500,000.00</p>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK				AMOUNT OF CONTRACT
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OWNRS PROTECTIVE LIABILITY				\$1,000,000.00
<p>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</p> <p style="text-align: center; font-size: 1.2em;"><b>SAMPLE ONLY</b></p>					
<p>(PROJECT ADDRESS)</p>					
<p><b>CERTIFICATE HOLDER</b></p> <p>TEXAS WORKFORCE COMMISSION 101 East 15<sup>th</sup> Street, Room 226T Austin, Texas 78778-0001</p>			<p><b>CANCELLATION</b></p> <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>		

# W9 TAXPAYER IDENTIFICATION CERTIFICATION

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

Form <b>W-9</b> (Rev. March 2024) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">Go to <a href="https://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give form to the requester. Do not send to the IRS.
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**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>2</b> Business name/disregarded entity name, if different from above.</p> <p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p> <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .                      Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)                 </p> <p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/></p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	<b>Employer identification number</b>
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]	[ ] [ ] [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	<b>Date</b>
Signature of U.S. person	Date

**General Instructions**

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](https://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## 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 \$350,000, 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 \$350,000.]*

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. In accordance with Executive Order 14713, Vendor's compliance with all applicable federal anti-discrimination laws is material to receiving payment from the District. See 31 U.S.C. 3729(b)(4) of Title 31. Vendor must not operate any programs or enforce any policies promoting Diversity, Equity, or Inclusion ("DEI") that violate any applicable Federal anti-discrimination laws or that are discriminatory on the basis of giving preferential treatment to certain protected classes, including sex, race, or national origin. Vendor agrees to conduct merit-based employment practices. Vendor certifies that it complies with all administration Executive Orders and does not include any activities that promote DEI activities.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**Calallen Independent School District**  
**P.O. Box 260560**  
**Corpus Christi, TX 78426-0560**  
**Accounts Payable (ACH) Authorization Form**

Please complete all applicable information below and return to the Business Office by mail to the address above, Attention: Accounts Payable or email to [accountspayable@calallen.org](mailto:accountspayable@calallen.org).

Vendor Name:	
Account Owner/Contact:	
Address:	City/State/Zip:
Phone:	Fax:
Email for Remittance:	
Bank Name:	Checking _____ Savings _____
Bank Address:	City/State/Zip:
Routing Number:	
Account Number:	

All transactions will be transmitted by ACH not WIRE. Please verify with your bank that it can accept payment by ACH.

I hereby authorize Calallen Independent School District (CISD) to initiate credit entries to the account indicated above, and the bank name above, to credit the same such account. This authority is to remain in full force and effect until CISD has received written notification from me of its termination or change in such time and in such manner as to afford CISD and the bank named above a reasonable opportunity to act on it.

ACCOUNT OWNER PRINTED NAME: \_\_\_\_\_

SIGNATURE OF ACCOUNT OWNER: \_\_\_\_\_

DATE: \_\_\_\_\_

---

CISD Received: \_\_\_\_\_

CISD Verification By: \_\_\_\_\_

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

Vendor Contact: \_\_\_\_\_