

TO THE PLANS AND SPECIFICATIONS FOR:

CISD Wood River Elementary HVAC Equipment Replacements and Upgrades – 2026 (Phase 1)
Calallen ISD
Corpus Christi, Texas

STRIDDE, CALLINS & ASSOCIATES, INC.
342 S. Navigation Boulevard
Corpus Christi, Texas 78405
(361) 883-9199



11/24/2025

NOTICE TO RESPONDENTS:

F6328

This Addendum shall be considered as a part of the Drawings, General Documents, and Specifications for the above named project as though the items had been issued at the same time and incorporated integrally with the originally issued Drawings, General Documents, and Specifications dated November 13, 2025. Wherein provisions of the following amendments contained in this Addendum differ from the provisions of the original Drawings, General Documents, and Specifications the provisions of this Addendum shall govern and take precedence.

Respondents are hereby notified that they are to make any adjustments in their proposal which they may deem necessary on account of this Addendum. It will be considered that each Respondent's Proposal is submitted with full knowledge of all modifications and changes specified herein. This Addendum shall become a component of the Contract Documents.

This Addendum shall be inserted inside the front cover of the Project Manual by Each prospective respondent.

This addendum is being issued to all prospective Respondents who have registered with the Engineers office and is uploaded to the district's website for public view.

Care has been taken to make reference to all items being revised, added, deducted, or a clarification of a question. However, any item called for in the Addendum, but not cross referenced to every possible item shall in no way relieve the Respondent of their responsibility to comply with all items in the Addendum.

GENERAL

Item G-1 Refer to the attached sign-in sheet from the Pre-Proposal meeting for general information.

SPECIFICATION ITEMS:

Item S-1 Refer to Specification Section NOTICE AND INSTRUCTIONS TO RESPONDENTS: Delete the current specification section in its entirety and replace with this new section. Modifications are associated with Paragraph 2 on page 1.

*****END OF ADDENDUM NO. 1*****



Stridde, Callins & Associates, Inc.
 Texas Firm No. F6328
 342 S. Navigation Blvd.
 Corpus Christi, TX 78405-3615
 Phone: (361) 883-9199 * Fax: (361) 883-9177

SIGN-IN SHEET
 PRE-PROPOSAL MEETING

CISD WOOD RIVER ELEMENTARY HVAC REPLACEMENTS AND UPGRADES - 2026 (PHASE 1)
 CALLENN I.S.D.
 PROJECT NO. 2024160
 NOVEMBER 19, 2025

NAME	COMPANY	PHONE	E-MAIL
Jared Merdes, PE	Stridde, Callins, and Assoc. Inc.	(361) 563-6708	lmerdes77@gmail.com
Adam Reyna, E.I.T.	Stridde, Callins, and Assoc. Inc.	(361) 777-8303	a.reyna@scaengineering.com
Blaine McDavid	CISD	361-438-3875	blmcdavid@calleln.org
Travis Vandy	Water Fire	361-904-3160	trav@waterfire.com
Jonathan Nelson	Arbuckle Logz	210-419-8007	jonathan.nelson@carrier.com
Kerry Murohi	CISD	361-537-8667	Kmurohi@calleln.org
Russell McFarland	McFarland Electric	210-508-6359	Russell@mcfarlandelectric.com
Renee Robinson	Pyre Renover	361-891-0909	Renee@pyrebuilders.com

**REQUEST FOR COMPETITIVE SEALED PROPOSALS (RFCSP)
FOR
WOOD RIVER ELEMENTARY HVAC EQUIPMENT REPLACEMENTS AND UPGRADES – 2026
(PHASE 1)**

NOTICE AND INSTRUCTIONS TO RESPONDENTS:

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

Using the Request for Competitive Sealed Proposals (RFCSP) method of procurement under Texas Government Code Chapter 2269, Subchapter D, the District is soliciting proposals from qualified vendors to provide for HVAC and Electrical renovations and general construction work as indicated on drawings and specifications.

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

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

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

No contract or award shall be executed until it has been reviewed and approved by the School Board in a duly called and posted meeting of the Board. This RFCSP does not commit the District to pay for any costs incurred prior to the execution of the contract and issuance of the District Purchase Order.

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

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

RFCSP ACTIVITIES:

Issue & Advertise RFCSP – Advertisement #1: **Thursday, November 13, 2025**
This is the date of the first procurement advertisement in the Corpus Christi Caller Times newspaper, posted to the district website, and initial distribution of RFCSP packet to vendor list.

Advertisement #2: **Thursday, November 20, 2025**
This is the date of the second procurement advertisement in the Corpus Christi Caller Times newspaper.

Pre-Proposal Walk-Throughs: **Wednesday, November 19, 2025 @ 8:30 am**

Deadline for Technical Assistance Questions: **Monday, December 1, 2025 at 12:00 Noon**
This is time and date that any technical questions must be submitted by to the District and Engineer.

Deadline for Sealed Proposals: **Thursday, December 4, 2025 at 2:00 pm**
This is the time and date that all proposals must be submitted and received by the District following the specifications in this document.

Proposals/Bid Opening: **Thursday, December 4, 2025** at approximately 2:15 pm
This is the time and date that the District’s staff will receive, publicly open, and read aloud the names of the Respondents and all fees and prices stated in the Proposals at the District’s administration address: 4205 Wildcat Drive Corpus Christi, TX 78410.

PRE-PROPOSAL WALK-THROUGH:

Pre-Proposal Conference will be held at the Calallen Administration Building, at 4205 Wildcat Drive, Corpus Christi, Texas 78410 on **Wednesday at 8:30 o'clock a.m., November 19, 2025**. Site Visit will be conducted after the meeting at Wood River Elementary School, 15118 Dry Creek Dr., Corpus Christi, Texas 78410 after the pre-proposal meeting. Attendance is strongly encouraged.

TECHNICAL ASSISTANCE AND REQUESTS FOR CLARIFICATION / INTERPRETATION:

Vendors must submit questions regarding this procurement in writing via the following point of contact: Engineer’s office with request e-mailed to Patty Garcia p.garcia@scaengineering.com, (361) 883-9199. The deadline for submitting questions is **Monday, December 1, 2025 at 12:00 Noon**. The questions and answers will be made available to all vendors that will be provided in an email response from the District prior to the submittal deadline. Any clarifications or interpretations of this RFCSP that materially affects or changes its requirements will be issued by the District as an addendum. It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Respondents shall acknowledge receipt of each addendum. The District will consider only those clarifications and interpretations that Respondents timely submit prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the District and should not be relied on in preparing Proposals.

PROPOSAL SUBMITTAL REQUIREMENTS:

Responses must be **delivered** to:

**Calallen ISD
Attention: Emily Lorenz
Superintendent of Schools
Calallen ISD Administrant Building
4205 Wildcat Dr.
Corpus Christi, TX 78410**

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

**SEALED PROPOSAL - DO NOT OPEN
CALALLEN ISD – Wood River HVAC Equipment Replacements and Upgrades – 2026
(Phase 1)**

The District will not accept responses by oral communication, telephone, electronic mail, telegraphic transmission, fax transmission, or other electronic means. Respondents who hand deliver or mail their proposals, and also provide an electronic copy to any District contact will be disqualified.

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the Respondents and all fees and prices stated in the Proposals at the District's administration address: 4205 Wildcat Drive Corpus Christi, TX 78410. Within forty-five (45) days following the date of the opening, District staff will evaluate and rank each Proposal submitted in relation to the selection criteria set forth herein.

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

A complete response will consist of One (1) clearly marked original containing original signatures, Five (5) clearly marked exact copies using standard letter size paper (8.5" x 11") and one digital copy of USB flash media drive. Your proposal must be delivered in a **sealed envelope plainly marked with the RFCSP Title above**. The 'original' response shall prevail in the event of a discrepancy between the Respondent's submissions.

Each proposal shall include the following Three (3) items:

- A. Attachment "A": Procurement Proposal Response Packet (all 37 pages)**
- B. Attachment "A1" Contractors supporting documentation**
- C. Proposal/Bid Security "Bid Bond"**

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

PROPOSAL/BID SECURITY "BID BOND":

A certified or cashier's check, or bid/proposal bond acceptable to Owner, in the amount of at least five percent (5%) of the largest amount proposed must accompany each Proposal submitted. Such proposal security is to protect Owner against the withdrawal by the Proposer following the opening of proposals, and to further protect Owner against the failure, neglect or refusal of any Offeror awarded a contract to execute the required Contract and furnish the required Performance and Payment Bonds within ten (10) days after notification of acceptance.

If any Offeror withdraws his proposal(s), after Owner's opening of proposals, he shall forfeit such bid proposal security to Owner as liquidated damages for such default. If any Offeror whose proposal is

accepted by Owner fails or refuses to enter into the Contract/Agreement provided for by Owner or fails or refuses to furnish the required Contract and required Performance and Payment Bonds within ten (10) days after notification of such acceptance, he shall forfeit such security to Owner as liquidated damages for such default.

The proposal security of all Offerors, except the three lowest, shall be returned promptly after the tabulation of proposals. All proposal security will be returned at such time as the Construction Contract has been executed by the successful Offeror. However, if Owner fails to accept any proposal within thirty (30) days after the date scheduled for opening of proposal and an Offeror withdraws their proposal, their security shall also be returned.

SELECTION PROCESS:

In accordance with Education Code 44.031(b) and Government Code 2269.155, in evaluating qualified proposals for contract award, the District will use the Best Value Method to determine the awarded vendor(s). In determining Best Value, the District will consider the following evaluation criteria, which will be evaluated based on the following scale:

WEIGHT	CRITERIA
5%	Offeror’s General Firm Information and Safety Record (Criteria 1.1 to 1.3)
25%	Offeror’s Experience, Reputation and References (Criteria 2.1 to 2.3)
5%	Offeror’s Project Personnel and Qualifications (Criteria 3.1 to 3.3)
5%	Offeror’s Financial Stability (Criteria 4.1 to 4.2)
50%	Price Proposal (Criteria 5)
10%	Offeror’s Proposed Construction Schedule (Criteria 6)

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

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

By submission of their Proposal, the Offeror also agrees to waive all rights to claims against the District “Calallen I.S.D.”, or persons authorized by the district, including the Engineer, Stridde, Callins and Associates, Inc. for any damages whatsoever arising from the Owner’s or said person’s evaluation of the Offeror’s proposal and/or qualifications to perform this specific project.

EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE:

Each Offeror, before submitting their Proposal, shall fully examine and acquaint themselves with the Contract Documents and the sites of the proposed Project. Offeror shall make such investigations as they may deem necessary to fully inform themselves of the existing conditions, facilities, difficulties, restrictions, and requirements incident to completion of the Project under the terms of the Contract.

Failure of the Offeror to acquaint themselves adequately with the site and such conditions, facilities, difficulties, restrictions, and requirements will not relieve them of their obligation to perform the entire Contract at the price set forth in this proposal.

ADDENDA:

Changes in or official interpretations of the Contract Documents will be made only by written addenda. Addenda will be issued primarily by e-mail and will be updated to the main project download link. Offerors that do not have access to e-mail may make special arrangements with Engineer for alternate delivery methods or shall be required to check the download link regularly.

Receipt of all addenda issued by Engineer shall be acknowledged in each Offeror's proposal, and shall constitute a part of the final contract. It is the duty of each Offeror to obtain any and all addenda and failure of any Offeror to receive any addendum will not release them from any obligation under their Proposal. However, if any Offeror fails to receive any addendum, and their offer is otherwise determined by the Owner to provide the best value, the contract may be awarded to them and the changes in the work set out in the addendum will be incorporated into the contract by a change order, with a corresponding adjustment in the contract price to be made as provided in the Conditions of the Contract.

TRENCH AND EXCAVATION:

If the project requires trench excavation which will exceed a depth of five feet, the Contractor will be required to comply with the provisions of the Trench Safety Requirements of the Contract Documents and to include a separate pay item for trench excavation safety protection based upon (i) the number of linear feet of trench excavated, and (ii) the square feet of any shoring used to satisfy any special shoring requirements. In the absence of enclosures of same in Proposal, Contractor will provide all elements necessary to comply with Trench Safety Requirements at the stipulated lump-sum proposal, without additional compensation.

Contractor shall contract "Call Before You Dig" to mark all known underground utilities before the start of **any work**.

EQUIVALENT PRODUCTS:

In order to establish the desired standard of quality or effect, the Specifications make reference to specific brands, trade-names and/or manufacturer of specified systems, methods, materials and/or services. Additionally, where appropriate, manufacturers of equivalent systems or products are listed. These do not require approval prior to opening of Proposals.

Where approval is required prior to receipt of Proposals others desiring to propose "as equals" shall obtain Engineers' written permission to do so not later than five (5) days prior to the date scheduled for opening of Proposals. The Engineer shall be provided with manufacturer's data, cut sheets, product samples, and other supportive information sufficient to allow the Engineer to render a decision. Also included shall be a letter referenced to this specific project stating that the proposed system, method, material or service meets or exceeds that specified. Approved equals shall be identified in writing. The decision of the Engineer is absolute and final.

GENERAL TERMS AND CONDITIONS:

Respondents are advised to review the Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum - AIA Documents A101-2017 and A201-2017 as modified by the Owner, (attached as **Appendix 1**). **Offeror is directed to pay special attention to the terms and conditions in this proposed form of agreement. The terms and conditions in these AIA documents will govern and to the extent there is any conflict between the terms and conditions below and the terms of the A101-2017 and A201-2017, both as modified by Owner, the AIA form of agreement will govern.**

- 1. Applicability:**
 - a) All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
 - b) These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.
- 2. Laws, Policies, and Procedures:**
 - a) This solicitation shall be governed by the following documents unless an exception is otherwise taken within this solicitation. Some documents are incorporated by reference only, and may not be attached as part of this solicitation, though they will be considered enforced as part of the solicitation.
 - Texas Education Code Section 44.031.
 - Texas Government Code Sections 2253, 2258, 2269
 - CISD Policies, including but not limited to CH(Legal), CH (Local), CV (Legal), CV (Local), CVB (Legal), CVB (Local).
- 3. Use of District Documents:**
 - a) Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.
 - b) Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.
- 4. Development of Specifications:**
 - a) Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Respondent transportation charges collect.
 - b) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.
 - c) The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Respondent.
 - d) The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Proposal offer as so modified and subsequent thereto.
- 5. Inspection of Documents:**
 - a) Before submitting a response, each Respondent shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
 - b) Each Respondent receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Respondent. The failure or neglect of Respondent to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Respondent from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Respondent must be acknowledged in the response.
 - c) The District is not responsible for incomplete response packets.
- 6. Withdrawal or Modification or Correction of Submitted Proposal Responses:**
 - a) Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the District prior to the receiving deadline.
 - b) No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the District. If a change to a response that has been submitted is desired, the

submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.

- c) No Respondent may have more than one Proposal response on file with the District.
- d) After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.
- e) Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.
- f) Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the initials of the agent(s) signing the Proposal response.

7. Proposal Cost:

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

8. Proposal Disclosure:

- a) The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Respondent desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Respondent to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Respondent's request(s) for exemption from disclosure; however, the District will not be bound by the assertion that a page contains exempt material. An assertion by a Respondent that an entire volume of its response is exempt from disclosure will not be honored.
- b) Until a contract resulting from this request for Proposal is executed, no employee, agent, or representative of any Respondent shall make available or discuss its response with the press, any elected or appointed official or officer of the District, or any employee, agent, or other representative of the District, unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation, and/or awarding the Proposal.
- c) Respondents shall not issue any news release(s) or make any statement to the news media pertaining to this request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior written approval of the District and then only in cooperation with the District.
- d) By signing this Proposal response, a Respondent affirms he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
- e) Respondent shall note any and all relationships which might be a conflict of interest and include such information with their response.
- f) By signing this Proposal response, a Respondent affirms, to the best of his/her knowledge, the response has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other Respondents in the award of this Proposal.
- g) If a Respondent's response is accepted by the District, the Respondent shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

9. Delivery and Materials:

- a) The Respondent shall store and protect materials and equipment in accordance with the manufacturer's recommendations.
- b) The Respondent, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Calallen ISD, with no additional cost to the District.
- c) All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless authorized by the Purchasing Coordinator or designee.

- d) The District shall not be responsible for any “hidden damage” for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
- e) If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer’s Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.
- f) The Respondent shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the District’s Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.

10. Licenses, Permits, and Taxes:

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

11. Invoice, Payment, and Inspection:

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

12. Award of Contract:

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

13. Insurance:

- a) If requested the successful Respondent shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address

of Respondent, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

- b) The required insurance coverages and limits are listed in the draft of form agreement provided with this RFCSP.

14. Prevailing Wage Rate:

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

15. Service-Related Contracts:

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

16. Warranties:

- a) Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Respondent shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.
- b) If a Respondent's response is accepted by the District, the price to be paid by the District shall be that contained in Respondent's response which Respondent warrants to be no higher than Respondent's current prices on orders by others for products of the kind and specification covered

by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Respondent breaches this warranty, the prices of the items shall be reduced to the Respondent's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Respondent for breach or Respondent actual expense.

- c) If a Respondent's response is accepted by the District, the Respondent warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Respondent for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.
- d) If a Respondent's response is accepted by the District, the Respondent shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Respondent warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Proposal, and to the sample(s) furnished by the Respondent, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
- e) If a Respondent's response is accepted by the District, the Respondent warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Respondent's expense. In the event the Respondent fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Respondent's expense.

17. Indemnification:

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

18. Force Majeure:

- a) Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics, epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

19. Non-Appropriate Clause:

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

20. Uniform Commercial Code:

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

21. Non-Performance:

- a) Immediate non-performance of the Respondent in terms of specifications shall be a basis for the termination of the contract.
- b) If, at any time, the Respondent fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the

Respondent the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.

- c) The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Respondent breaches any of the terms hereof including warranties of Respondent or if the Respondent becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

22. Termination of Contract:

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

23. Venue:

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

SAFETY & SECURITY MEASURES:

Student, instructor and all staff safety and campus security are of the utmost importance to the District, and safety and security measures are required by state law or prescribed for in District policy and procedures. Adherence to the District safety & security measures while on District premises is required. Each campus presents security concerns in terms of site access, traffic, classroom and non-classroom related functions. The work performed at each campus is directive in nature and work rules for each project can vary depending on the scope of work. CISD has responsibilities to the students, staff, the State of Texas and others to ensure that safety measures are strictly applied on each project.

1. Requirements:

- a. The Contractor, Subcontractor, their agents, and all others who perform Work on any District campuses are required to observe and abide by the campus security.
- b. The Contractor, Subcontractors, and their agents shall perform employee background checks and shall guarantee and manage construction activities to prevent any person with a felony conviction or convictions for crimes of "moral turpitude" from gaining access to school property or entering any school facility.
- c. Criminal History Checks: Upon request from the District at any time, the Contractor shall provide a list of employees that is updated on a regular basis and provide the following minimum information for each person working on school property:
 - 1) Legal Name: First and Last.
 - 2) Date of Birth.
 - 3) Last 4 digits of their social security number.
 - 4) Driver's License State and Number.
- d. Contractor Supervisor and Designated Support Personal:
 - 1) Supervisor shall be present for all activities. If Owner finds out that the supervisor or their designated staff are not in responsible charge of the worksite, Owner may terminate work activities at the Contractors expense until such time the appropriate personnel are back in responsible charge.
 - 2) Supervisor is responsible for securing the project site each day after work and shall confirm that the site is safe and secure. Check all interior and exterior doors, floor hatches, roof hatches, roof access doors, gates, temporary barricades and the like.
 - 3) Supervisor is responsible for verifying that the project and site are clean after work each day. All trash is disposed of in approved containers. Floor surfaces are clean. Campus grounds are clear and all holes are covered up.

- e. RAPTOR Checks:
 - 1) All contractor personnel shall obtain a RAPTOR check upon their first day of work on the project. The Contractor is required to obtain a replacement badge if their badge gets damaged or becomes non-legible. All personnel will be issued a paper badge with their name, photo, and date of issue. This badge shall be affixed to a badge clip that shall be affixed to their uniform shirt in the upper torso area and shall be worn at all times.
 - 2) Contractor shall obtain a new Raptor badge every month around the 1st day of the month regardless of the initial badge issued date. Contractor shall contact the Maintenance Office and schedule the quantity of personnel requiring retesting in advance so as to not overload the maintenance office regular school activities.
- f. Owner reserves the right to question all Contractor personnel and to perform additional background checks and safety and security screening as applicable at their discretions for any persons working on school district property.
- g. Campus Check-in Procedures:
 - 1) The Supervisor or designated staff shall check in at the main office of each school campus each workday and shall be responsible for facility access and control direct sub-contractor supervision. Contractor personnel and sub-contractors are not required to check-in to a campus that has a Supervisor in responsible charge.
 - 2) All employees must check-in at the Maintenance for the 1st day at work and at the 1st of the month.

2. Code of Conduct:

- a. All Contractor, Subcontractors, and their agents shall be required to wear company uniforms with company name and logo clearly marked, RAPTOR tags that are currently up to date, and all appropriate and applicable safety gear such as hard hats at all times when on District premises. All attire shall be clean and presentable at the start of work each day.
- b. Interaction with students, faculty, and staff is discouraged. The District will not tolerate “cat-calling,” “whistling,” “profanity,” or derogatory remarks.
- c. No smoking or tobacco products, illegal drugs or weapons or firearms are allowed on District premises.

SPECIFICATIONS:

- **The Project Manual with plans/specifications/drawings is also provided as Exhibit C.**
- All Plans and Specification have been provided by Stridde, Callins and Associates, Inc. and incorporated as Exhibit C in this document.
- Where certain manufacturers or products are specified, it is not to limit competition but to set a standard of quality satisfactory to the Owner. All proposed substitutions must be submitted to the Owner prior to the receipt of Proposal and, if approved, must be listed in an addendum issued prior to the Proposal date.

ESTIMATED PROJECT BUDGET:

\$1,400,000.00

Owner’s Contingency:

The respondent shall provide for and include an owner’s contingency of \$45,000.00. Refer to the Attachment “A” and Specification Section 01 20 00 for further details.

Estimated Project Schedule:

The following indicates the anticipated schedule of the project.

Contract Negotiations Start	Estimated December 16, 2025
Notice to Proceed	Estimated January 6, 2026
Commence Project Physical Work Start	Monday, June 3, 2026
Substantial Completion of All Work	Sunday, August 2, 2026

END OF SECTION