



PROMOTING EXCELLENCE • CREATING THE FUTURE

**REQUEST FOR PROPOSALS (RFP)  
for  
DISASTER RECOVERY SERVICES**

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

**Issue Date: April 3, 2026**

**DEADLINE FOR SUBMISSION: APRIL 17, 2026 10:00 AM CST**

Proposers are to email their proposal to the contact below, or mail/hand deliver one (1) original and three (3) copies of their proposal in a sealed envelope labeled with the corresponding RFP Title to:

**Calallen ISD  
Attention: Kelsey Ramos  
Assistant Superintendent of Finance & Operations  
4205 Wildcat Dr.  
Corpus Christi, TX 78410  
Phone: (361) 242-5600 x1022  
Email: [kramos@calallen.org](mailto:kramos@calallen.org)**

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

**REQUEST FOR PROPOSALS (RFP)  
FOR  
DISASTER RECOVERY SERVICES**

**NOTICE TO RESPONDENTS**

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

Using the Request for Proposals (RFP) method of procurement under Texas Education Code Chapter 44, Subchapter B, the District is soliciting proposals from qualified vendors to provide disaster recovery services. The awarded contractor will assist the District staff upon the occurrence of a natural or man-made disaster in and all recovery efforts on an as-needed basis.

This procurement acts as a pre-qualifier for the selected contractor to engage in the requested services on behalf of the District on an "as needed basis." Rather than conduct a procurement for each disaster or each disaster project, it is the intent of the District to solicit qualified vendors, evaluate their proposals, and retain the selected organization under an extended term contract on an "as needed" or project basis. The initial contract term will be three (3) years, with the option of negotiating up to two (2) additional one-year extensions.

This procurement process is in alignment with the District's Multi-Hazard Emergency Operations Plan (MEOP). As part of the District's business continuity strategy, it is incumbent upon the District to have such services at the ready to assist staff in recovery efforts. In the event of a disaster, the District will implement its disaster plan as documented in the MEOP for the impacted locations. The awarded contractor will work closely with District Administration to follow the appropriate disaster plan to respond to the disaster, including but not limited to providing disaster response, stabilization, and recovery activities. Other contractors may also respond to the disaster, and the awarded contractor must cooperate with all other participants in the disaster response, stabilization, and recovery activities.

***In the event federal dollars are expended for these activities, the District is obligated to ensure that any and all construction, repairs, or recovery services are contracted for in accordance by federal EDGAR procurement standards.***

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

All solicitations are posted to the District’s website, and upon request, will be made available to anyone who wishes to submit a response. However, it is the responsibility of the Respondent to provide the District with appropriate company name, authorized representatives, and contact information for the

purposes of receiving notices, changes, addenda, or other critical information. Otherwise, potential respondents are responsible for watching for such notifications.

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

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

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

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

**RFP ACTIVITIES**

Issue & Advertise RFP: April 3, 2026  
*This is the date of the first procurement advertisement in the Corpus Christi Caller Times newspaper, posted to the district website, and initial distribution of RFP packet to vendor list.*

Advertisement #2: April 10, 2026  
*This is the date of the second procurement advertisement in the Corpus Christi Caller Times newspaper.*

Deadline for Technical Assistance Questions: April 15, 2026 at 10:00am CST  
*This is time and date that any technical questions must be submitted by to the District.*

**Deadline for Proposals: April 17, 2026 at 10:00am CST**  
*This is the time and date that all proposals must be submitted and received by the District following the specifications in this document.*

**TECHNICAL ASSISTANCE AND REQUESTS FOR CLARIFICATION/INTERPRETATION:**

Proposers must submit questions regarding this procurement in writing via the following point of contact: Kelsey Ramos, Assistant Superintendent of Finance & Operations, kramos@calallen.org. The deadline for submitting questions is April 15, 2026 at 10:00am CST. The questions and answers will be made available to all vendors that will be provided in an email response from the District prior to the submittal deadline. Any clarifications or interpretations of this RFP that materially affects or changes its requirements will be issued by the District as an addendum.

It is the responsibility of each Respondent to obtain this information in a timely manner. All such addenda issued by the District before the Proposals are due are part of the RFP, and Respondents shall acknowledge receipt of each addendum. The District will consider only those clarifications and interpretations that Respondents timely submit prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the District and should not be relied on in preparing Proposals.

## **PROPOSAL REQUIREMENTS**

Responses must be **mailed, hand delivered, or emailed to:**

Calallen Independent School District  
Attention: Kelsey Ramos  
4205 Wildcat Dr., Corpus Christi, TX, 78410  
Email: kramos@calallen.org

**Proposal envelopes must be plainly marked on the outside with the Respondent's name and address and CALALLEN ISD – RFP for DISASTER RECOVERY SERVICES.**

**The District will not accept responses by oral communication, telephone, electronic mail, telegraphic transmission, fax transmission, or other electronic means.**

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

If mailed or hand delivered, a complete response will consist of one (1) clearly marked original containing original signatures, and three (3) clearly marked exact copies using standard letter size paper (8.5" x 11") Your proposal package must be **plainly marked with the RFP Title above**. The 'original' response shall prevail in the event of a discrepancy between the Respondent's submissions. If multiple copies are received through a variety of delivery methods, the copy marked 'original' will prevail. If none of the copies are marked 'original', then the copy received first will prevail regardless of delivery method.

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

Special Note: Supplemental information may be provided in addition to the required Procurement Proposal Response Packet. The physical size of the supplemental information may not exceed 25 pages. The District at its sole discretion may elect to consider or disregard any supplemental information that is submitted in evaluating responses.

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.

**SELECTION PROCESS**

In accordance with Education Code 44.031(b), 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
25%	<b>FIRM’S ABILITY TO PROVIDE SERVICES AND OPERATIONAL APPROACH</b> (includes quality of the vendor’s goods/services, extent to which the goods/services meet the District’s needs)
20%	<b>FIRM’S PERSONNEL QUALIFICATIONS AND EXPERTISE</b> (including reputation of the vendor and quality of the vendor’s services)
20%	<b>FIRM’S RELEVANT PAST PERFORMANCE</b> (including reputation of the vendor and its goods/services, vendor’s past relationship with the District (if applicable))
35%	<b>FIRM’S PROPOSAL PRICE</b> (including purchase price and total long-term cost to the District to acquire the goods/services)

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

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

**GENERAL TERMS AND CONDITIONS**

**1. Applicability:**

- a) All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
- b) These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.

**2. Laws, Policies, and Procedures:**

- a) This solicitation shall be governed by the following legal authorities unless an exception is otherwise taken within this solicitation. Some legal authorities 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. Those include:

- 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).
- Education Department General Administrative Regulations (“**EDGAR**”) which includes the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award codified in 2 CFR Part 200, a copy of the EDGAR contract provisions are also attached hereto and will become a part of the contract and supersede any terms to the contract. Respondent agrees that these terms will be part of any contract as they are required for any project paid for with federal funds, which may be part of the work under a contract awarded for this contract. To the extent any of the terms and conditions in this RFP conflict with those in 2 CFT Part 200, 2 CFR Part 200 will govern.

**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) Invoicing Requirements: The Contractor shall submit detailed, itemized invoices as a condition of payment. Each invoice must include, at a minimum:
  - Labor hours by individual and labor classification
  - Hourly rates consistent with the awarded contract
  - Description of work performed and dates of service
  - Itemized materials, supplies, and equipment
  - Copies of all supporting documentation, including:
    - Vendor invoices
    - Receipts
    - Subcontractor invoices (if applicable)

All costs must be necessary, reasonable, and allocable in accordance with 2 CFR §§200.403–200.405.

- b) Payment for Materials (Cost-Reimbursement Requirements): The District shall reimburse the Contractor for the actual, verifiable cost of materials plus the contractually agreed-upon markup, provided that:
  - Costs are supported by original invoices or receipts
  - Materials are necessary for contract performance
  - Pricing is consistent with 2 CFR §200.404 (Reasonable Costs)

The District reserves the right to disallow any unsupported, excessive, or noncompliant costs.

- 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 Calallen ISD.
- g) The District Representative shall give final approval to all work performed.
- h) The Respondent will email all or mail all inspection reports or other applicable documents to the District Representative for processing.

**12. Award of Contract:**

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

**13. Insurance:**

- a) If requested the successful Respondent shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Respondent, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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 comply with the criminal history records checks requirements of Section 2 below.
- c) Contractor Supervisor and Designated Support Personal:
  - i. 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.
  - ii. 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.
  - iii. 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.
- d) RAPTOR Checks:
  - i. 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.
  - ii. 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.
- e) 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.
- f) Campus Check-in Procedures:
  - i. 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.
  - ii. All employees must check-in at the Maintenance for the 1st day at work and at the 1st of the month.

**2. Criminal History Records Checks:**

- a. For purposes of this Section 2 (and all subsections), the following definitions shall be applicable:
  - i. "Statute" shall mean any provision in Texas Education Code, Section 22.08341
  - ii. "Qualified Contractor" shall mean an entity that: (1) contracts or subcontracts to provide services to a school district, charter school, or shared services arrangement; and (2) is determined eligible by the department to obtain criminal history record information under the National Child Protection Act of 1993 (34 U.S.C. Section 40101 et seq.) for an employee, applicant for employment, or volunteer of the qualified school contractor.
  - iii. "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.
  - iv. "Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional school district employee.
  - v. "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under the Texas Education Code.
  - vi. "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who have or will have continuing duties related to the services contracted for herein, and have or will have direct contact with students in connection with the subject employee's continuing duties.
  - vii. "Disqualifying Criminal History" shall mean any Covered Employee that has during the preceding thirty (30) years, (a) been convicted of or placed on deferred adjudication community supervision for an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (b) been convicted of a felony offense under Title 5, Texas Penal Code if the victim of the offense was under 18 years of age at the time the offense

- was committed; (c) been convicted of an equivalent offense to (a) or (b) under federal law or the laws of another state.
- b. Prior to commencement of work, Contractor shall take all necessary steps to comply with the Statute by obtaining (if a Qualified Contractor) or arranging with the District to obtain (if not a Qualified Contractor) national criminal history record information (“CHRI”) on all of Contractor’s covered employees
  - c. The requirements of the Statute do not apply if:
    - i. the public work does not involve the construction, alteration, or repair of an Instructional Facility;
    - ii. for a public work that involves construction of a new Instructional Facility, the person's duties related to the contracted services will be completed not later than the seventh (7th) day before the first date the facility will be used for instructional purposes; or
    - iii. for a public work that involves an existing Instructional Facility:
      - a. the public work area contains sanitary facilities and is separated from all areas used by students by a secure barrier fence that is not less than six feet in height; and
      - b. the Contractor adopts a policy prohibiting employees, including subcontractor entity employees, from interacting with students or entering areas used by students, informs employees of the policy, and enforces the policy at the public work area.
  - d. Any Covered Employee determined to have a Disqualifying Criminal History under the Statute shall be disqualified and prohibited from performing any contract duties or services and neither the Contractor nor its Subcontractor may permit such person to provide services at an Instructional Facility. If a Covered Employee is determined by the District’s review of the CHRI to have a Disqualifying Criminal History, Contractor will exclude that person from assignment to the Project. To the extent the District, not the Contractor, obtains the CHRI, Contractor understands that it will not have access to the results of such criminal history records check, based on statewide regulations beyond the control of the District, and agrees to rely solely on the judgment of the District as to whether the Covered Employee must be excluded from the Project.
  - e. Prior to commencement of its work on the Project the Contractor will provide written certification to the District that either: (1) Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined; (2) Contractor and its Subcontractors of every tier are otherwise exempt from compliance with the Statute; or (3) Contractor and its Subcontractors of every tier have complied with the statutory and contractual requirements stated in this Statute.
  - f. Further, Contractor agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from District’s property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Contractor understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement.

**3. 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.

**FEDERAL TERMS AND CONDITIONS**

**EDUCATION DEPARTMENT GENERAL ADMINISTRATIVE  
REGULATIONS (EDGAR)  
Contracts Under Federal Awards  
Terms and Conditions**

Pursuant to 2 CFR § 200.326, all contracts, including small purchases, awarded by Calallen Independent School District ("DISTRICT") and the DISTRICT'S subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. Accordingly, in addition to other terms and conditions herein provided, the following provisions are incorporated into the Agreement, as applicable, and Contractor agrees to comply with these provisions:

- (A) Contracts for more than the simplified acquisition threshold, 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.

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) All contracts in excess of \$10,000.00 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

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

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

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000.00 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 C.F.R. 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 C.F.R. 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 sub-recipient 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.

Pursuant to Federal Rule (D) above, when the DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, 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 \$100,000.00 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 C.F.R. 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

EDGAR FEDERAL TERMS & CONDITIONS

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.

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 C.F.R. § 401.2(a) and the recipient or sub-recipient 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 sub-recipient 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 \$150,000 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").

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 C.F.R. 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 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain 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 are 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 \$100,000.00 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.

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) Contract Cost and Price - §200.323. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there

is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) 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 (J) above.

- (K) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment - §200.216. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.

Pursuant to Federal Rule (K) 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 (K) above.

- (L) Domestic Preferences for Procurements - §200.322. (a) 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. (b) For purposes of this section: (1) "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. (2) "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 the Federal Rule above, the DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

- (M) Procurement of Recovered Materials. For all contracts greater than \$10,000.00, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act and any implementing regulations where applicable and provide such information and certifications as the District may require to confirm estimates and otherwise comply. The requirements of Section 6002 includes (1) procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 C.F.R. 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 \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; (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 the Federal Rule 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.

- (N) Small, Minority, Women's Business Enterprises, and Labor Surplus Affirmative Steps. If any subcontracts are to be let by the Contractor, Contractor will be required to shall take affirmative steps to encourage participation by and facilitate contracting with small and minority businesses, women's business enterprises and labor surplus area business firms as set out in 2 C.F.R. 200.321. The affirmative steps include the following: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are

- potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- (O) Records Retention Requirements for Contracts Involving Federal Funds. When federal funds are expended by DISTRICT for any contract resulting from this procurement process, Vendor agrees to 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.
- (P) Equal Employment Statement. It is the policy of DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age, (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.
- (Q) 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.
- (R) Copyright. All contracts paid from state or federal grants administered by the Texas Education Agency ("TEA") must retain copyright for TEA and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 C.F.R. 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, public, or otherwise use the work for federal purposes, and to authorize others to do so.
- (S) Certification of Compliance with the Energy Policy and Conservation Act. When 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).
- (T) Certification of Compliance with Buy America Provisions. DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.
- (U) For all professional services contracts paid with federal funds, the contract contains the following provisions:
1. All services will be completed during the effective dates of the contract.
  2. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
  3. The invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
  4. The District complies with the regulations pertaining to procurement in 2 C.F.R. § 200.318 - 323.
  5. The District complies with the provisions in 2 C.F.R. § 200.459 pertaining to allowable professional service costs.
  6. The contract will identify the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.
  7. The contract will identify and list only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
  8. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.
- (V) Applicability to Subcontractors. Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.
- (W) The Vendor also represents and warrants compliance 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 below:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. section 12101, and the regulations effectuating its provisions contained in 28 C.F.R. Parts 35 and 36, 29 C.F.R. Part 1630, and 47 C.F.R. Parts 0 and 64.
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 C.F.R. Part 100.
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions), and the regulations effectuating its provisions contained in 34 C.F.R. Part 106, if the Vendor is an educational institution.
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on basis of handicapping condition), and the regulations effectuating its provisions contained in 34 C.F.R. Part 104.
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 C.F.R. Part 110.
6. Family Educational Rights and Privacy Act ("FERPA") of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 C.F.R. Part 99), if the Vendor is an educational institution (20 U.S.C. 1232g).
7. Section 509 of H.R. 5233, as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress).
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P. L. 107-110, Section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P. L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act, and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303[e][1]).
9. Buy America Act: DISTRICT, to the greatest extent practicable, has a preference for domestic end goods, products, or materials for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). The Vendor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500.00 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U.S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. The Vendor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103- 382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education).
12. Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7104[g]): In accordance with 2 C.F.R. 175, this award may be terminated unilaterally, without penalty, if Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 C.F.R. 85.630. Contractor and Contractor's employees may not (i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) Procure a commercial sex act during the period of time the award is in effect; or (iii) Use forced labor in the performance of the award or subaward.
13. Fair Labor Standards Act (29 U.S.C. 207), as applicable, and their implementing regulations in 29 CFR 500-899.
14. Energy Policy and Conservation Act (42 USC 6321 et seq.; 49 CFR Part 18) and the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the EPCA.

**CALALLEN ISD**  
**RFP FOR DISASTER RECOVERY SERVICES**  
**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**



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

**VENDOR APPLICATION - REQUIRED FORM**

**Instructions:**

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application must be submitted with all supporting documents and completed certifications.

**Notice to Prospective Vendors:**

1. Vendors are not placed on the district's approved vendor list until a purchase order is approved by the purchasing department.
2. Vendors must accept purchase orders for all purchases. The district will not be responsible for payment for goods or services that are provided to Calallen ISD staff without an approved purchase order issued.
3. All invoices must reflect the purchase order number and must be emailed or mailed to the Calallen ISD Accounts Payable Department (email address and mailing address are noted below).
4. All payments are net thirty (30) days after receipt of the goods and/or services.

<b>VENDOR IDENTIFICATION:</b>	
<b>Vendor Full Legal Name</b>	
<b>Vendor DBA (if applicable)</b>	
<b>Texas Taxpayer ID #</b>	
<b>VENDOR CONTACT INFORMATION:</b>	
<b>Vendor Mailing Address:</b>	
<b>Vendor Remit Address: (if different from mailing)</b>	
<b>Vendor Phone Number:</b>	
<b>Vendor Fax Number:</b>	
<b>Vendor Website URL:</b>	
<b>Vendor Email Address: (for point of contact on procurement)</b>	

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

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

\_\_\_\_\_  
 Title

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

\_\_\_\_\_  
 Date

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**VENDOR'S PROPOSAL - REQUIRED FORM**

This form contains required responses that align with the District's advertised evaluation criteria and weights, and are developed to assist the District in methodology and evaluation. **All information requested in the sections below as part of the respondent's proposal is required, and the proposer shall submit this information as an attachment to the fully completed Exhibit A.**

**SUMMARY OF PROPOSED SERVICES**

The approved Proposer will provide disaster recovery services for the District on an as-needed basis. This procurement process is in alignment with the District's Multi-Hazard Emergency Operations Plan (MEOP). As part of the District's business continuity strategy, it is incumbent upon the District to have such services at the ready to assist staff in recovery efforts. In the event of a disaster, the District will implement its disaster plan as documented in the MEOP for the impacted locations. The awarded contractor will work closely with District Administration to follow the appropriate disaster plan to respond to the disaster, including but not limited to providing disaster response, stabilization, and recovery activities. Other contractors may also respond to the disaster, and the awarded contractor must cooperate with all other participants in the disaster response, stabilization, and recovery activities.

**FIRM'S ABILITY TO PROVIDE SERVICES AND OPERATIONAL APPROACH – 25 POINTS TOTAL**

**Proposers shall provide a narrative and supporting documentation that demonstrates and includes the following information:**

Firm Background & Qualifications:

- General information and brief history of the firm, including any changes in ownership, location, or structure.
- Description of why the firm is uniquely qualified to provide services to the District.
- Summary of any special qualifications, certifications, or attributes that would assist the firm in rendering superior performance to the District.
- Examples of how other school districts or governmental entities have benefited from the firm's services.

Operational Approach:

- Description of project management methodology and approach to disaster response and recovery.
- Rapid response capability, including on-site assessment within a defined timeframe (e.g., 24 hours).
- Ability to develop and implement disaster stabilization and recovery plans immediately following assessment.
- Ability to maintain adequate staffing levels at all times to ensure timely response and project delivery.
- Communication protocols and practices with District representatives, including the School Board, District Administration, community members, and other stakeholders.
- Capability to support documentation and reporting requirements for insurance, FEMA, or other reimbursement processes.

Disclosures:

- Any current defaults on financial obligations.

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

- Any litigation related to services provided, including status or resolution.
- Professional liability claims history for the past five (5) years.

**FIRM'S PERSONNEL QUALIFICATIONS AND EXPERTISE – 20 POINTS TOTAL**

The District will assess the qualifications and suitability of the Proposer's personnel, including project management, consultants, and other technical staff.

**Proposers shall provide documentation to demonstrate:**

- Identify your firm's proposed key personnel who will work on the project should a disaster occur at the District. Provide a resume for each individual.
- Key personnel expertise in assessment, stabilization, recovery, and restoration across multiple damage types.

**FIRM'S RELEVANT PAST PERFORMANCE – 20 POINTS TOTAL**

**Proposal shall provide a list of five (5) recent projects** for which your firm has provided Disaster Recovery Services, including damage assessment, mitigation, stabilization, recovery, and restoration, preferably K-12 projects or other governmental entities of similar size or larger than the District.

**Proposal shall include the following information for each project:**

- Organization name
- Organization contact (name, title, phone number, email address, and role in the project)
- Type of man-made or natural disaster
- Types of facilities serviced
- Description of the work performed, including size, scope, and complexity
- Response timeline (initial contact, response time, on-site arrival, project completion)
- Contract amount

Submission of this information authorizes the District to contact listed references.

**FIRM'S PROPOSAL PRICE – 35 POINTS TOTAL**

The District will consider the proposal price as part of the evaluations. The District will use the Best Value method, where cost is not the sole determinate in evaluation and selection. Lowest cost does not automatically result in best value.

**Proposers shall provide an itemized rate schedule for disaster recovery services including:**

- Labor rates by classification (e.g., project management, restoration, environmental, consulting, general labor)
- Equipment rates
- Material and consumable costs

All pricing should be detailed, transparent, and sufficient to support evaluation.

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*The undersigned confirms that the Vendor proposes to enter into a contract with Calallen ISD for services in accordance with the detailed technical specifications and construction plans provided in this proposal, for the prices set forth above. I have carefully reviewed, and understand, the terms, conditions, and specifications, of the requested services. I understand that Calallen ISD reserves the right to reject any or all proposals and to waive any informalities in the proposal, and to award the contract in the best interests of Calallen ISD. Respondent's Proposal Form and all required Proposal Enclosures defined above contains all required information above, and that all information is correct to the best of his/her knowledge.*

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD**  
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**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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**PROPOSAL RESPONSE CERTIFICATION - REQUIRED FORM**

The undersigned authorized representative of the responding company indicated below hereby acknowledges:

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below.
2. That respondent has carefully examined this document in its entirety.
3. The respondent proposes to supply any products or services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted.
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed.
5. The accuracy of all certifications required which accompany this proposal.
6. The stated organization is an equal opportunity employer.
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other Respondent or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, Respondent or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Respondent in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any CISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with CISD's Purchasing personnel; or in any discussions or actions between Respondent and any CISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
11. By submitting a Proposal, Respondent agrees to waive any claim it has or may have against the District, its trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal documents; acceptance or rejection of any Proposal; and award of the Proposal. The District shall have no contractual obligation to any Respondent, nor will any Respondent have any property interest or other right in the Proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Respondent have been fulfilled by the Respondent.

By submitting this proposal, the Respondent warrants that the Respondent has had the opportunity to carefully examine the site of the proposed work and all of the requirements of the RFCSP. The Respondent further warrants that the Respondent is satisfied that there are no conflicts in the bidding documents and that the site proposed for the project is suitable for the work. By submission of a proposal in response to this RFCSP, the Respondent confirms Respondent's understanding of the entire document and all of its contents. The Respondent also represents that its firm possesses the personnel, processes, and technology necessary to safely and efficiently perform the work outlined in this RFCSP.

**Your signature below is the Proposal Response Certification acknowledgement.**

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



## **SAFETY & SECURITY MEASURES - REQUIRED FORM**

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Student, instructor and all staff safety and campus security are of the upmost 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 comply with the criminal history records checks requirements of Section 2 below.
- c) Contractor Supervisor and Designated Support Personal:
  - i. 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.
  - ii. 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.
  - iii. 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.
- d) RAPTOR Checks:
  - i. 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.
  - ii. 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.
- e) 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.

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f) Campus Check-in Procedures:

- i. 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.
- ii. All employees must check-in at the Maintenance for the 1st day at work and at the 1st of the month.

**2. Criminal History Records Checks:** Respondent should review the provisions of the form of agreement included with this procurement package regarding criminal history requirements. Please refer to Section 15.11 regarding Criminal History Records Checks in the proposed AIA Document A141-2014, *Standard Form of Agreement Between Owner and Design-Builder*, as modified by the Owner.

**3. 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.

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I, the undersigned agent for the firm named below, certify that the information concerning safety & security measures has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

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Authorized Representative (Print Name)

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Title

---

Authorized Representative (Signature)

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Date

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**CERTIFICATE OF RESIDENCY - REQUIRED FORM**

Pursuant to Government Code, Chapter 2252 a district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. (Gov't Code 2252.002).

Definitions (Gov't Code 2252.001)

- "Governmental contract" means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state (Texas).
- "Nonresident bidder" refers to a person who is not a resident.

Indicate the certification of residency that applies:

\_\_\_\_\_ My company is a "resident Respondent"

\_\_\_\_\_ My company is a "nonresident Respondent" of \_\_\_\_\_ (the state your principal place of business is located)

If applicable, does your "resident state" require Respondent whose principal place of business is in Texas to under Proposal, Respondents who resident state is the same as yours by a prescribes amount or percentage to receive a comparable contract?

\_\_\_\_\_ No

\_\_\_\_\_ Yes, the amount or percentage is \_\_\_\_\_

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



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**CERTIFICATONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS –  
REQUIRED FORM**

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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; Are not presently indicted for or otherwise criminally or civilly charged by a

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- governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (3) Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification.

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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

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**PROHIBITION ON DIVERSITY, EQUITY, AND INCLUSION DUTIES - REQUIRED FORM**

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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;

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- (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.

---

Authorized Representative (Print Name)

---

Title

---

Authorized Representative (Signature)

---

Date

**CALALLEN ISD**  
**RFP FOR DISASTER RECOVERY SERVICES**  
**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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



**TEXAS CORPORATE FRANCHISE TAX CERTIFICATION - REQUIRED FORM**

---

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for Profit Corporation's that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this contract is current in its franchise taxes must be signed by the individual on Form 203, Corporate Board of Directors Resolution, to sign the contract for the corporation.

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD  
RFP FOR DISASTER RECOVERY SERVICES**

**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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**CRIMINAL HISTORY RECORDS CHECKS - REQUIRED FORM**

---

All Respondents and its subcontractors of every tier must comply with the Criminal History Records Checks prescribed by Texas Education Code, Section 22.08341 (the “statute”) and found in Section 15.11 regarding Criminal History Records Checks in the proposed AIA Document A141-2014, *Standard Form of Agreement Between Owner and Design-Builder*, as modified by the Owner.

In accordance with the Statute, all Respondents will provide written certification to the District that (select one):

- Contractor and its Subcontractors of every tier, do not have any Covered Employees, as defined;
- Contractor and its Subcontractors of every tier are otherwise exempted from compliance with the requirement contained herein; or
- Contractor and its Subcontractors of every tier have complied with the statutory requirements of this Agreement as of this date.

Respondent agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Contractor will immediately remove the Covered Employee from Owner’s property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so.

---

I, the undersigned agent for the firm named below, certify that the information concerning criminal background checks has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD**  
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**FELONY CONVICTION NOTICE - REQUIRED FORM**

---

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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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.

Vendor Name: \_\_\_\_\_

Name of Individual(s): \_\_\_\_\_  
(Attach additional sheets if necessary)

Details of Conviction(s): \_\_\_\_\_  
\_\_\_\_\_  
(Attach additional sheets if necessary)

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been by me and the following information furnished is true to the best of my knowledge.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD  
RFP FOR DISASTER RECOVERY SERVICES**

**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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**STATE ASSESSMENT CERTIFICATION - REQUIRED FORM**

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The corporation certifies that:

\_\_\_\_\_ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

\_\_\_\_\_ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD**  
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**REQUIRED STATE AND FEDERAL CERTIFICATIONS - REQUIRED FORM**

---

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

---

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

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ It is not doing business with any organization indicated on the Foreign Terrorist Organization list as so designated by the U.S. Secretary of State under Federal Law.

\_\_\_\_\_ that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel.

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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.

---

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

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sole-source provider or if the governmental entity does not receive any bids from a company that is able to provide the required verification.

---

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

The contractor certifies that:

\_\_\_\_\_ By entering into this Agreement, the Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD  
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**CONFLICT OF INTEREST QUESTIONNAIRE – FORM CIQ - REQUIRED FORM**

---

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

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

The Vendor certifies that:

\_\_\_\_\_ No conflict of interest exists

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

*A copy of the form is attached hereto and must be submitted if applicable.*

**CALALLEN ISD**  
**RFP FOR DISASTER RECOVERY SERVICES**  
**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**



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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity	<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>
<p>1 <b>Name of vendor who has a business relationship with local governmental entity.</b></p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p>3 <b>Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 <b>Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p>5 <b>Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p>	
<p>6 <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>	
<p>7</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>	

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**CERTIFICATE OF INTERESTED PARTIES - REQUIRED FORM**

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

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

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

*Gov't Code 2252.908*

The disclosure requirement does not apply to a contract with:

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

*Gov't Code 2252.908(c)(4)-(6)*

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

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

The contractor certifies that:

\_\_\_\_\_ Form 1295 filing is required and a certification of filing will be provided to Calallen ISD should we be awarded the contract

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD  
RFP FOR DISASTER RECOVERY SERVICES**

**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b>			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
<b>5 Check only if there is NO Interested Party.</b> <input type="checkbox"/>			
<b>6 UNSWORN DECLARATION</b> My name is _____, and my date of birth is _____. My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

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**PROHIBITION ON CERTAIN ACTIVITY BY VENDOR - REQUIRED FORM**

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.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALLEN ISD**  
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**AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING -  
REQUIRED FORM**

By submission of this proposal, the undersigned certifies that:

1. Neither the Respondent nor any of Respondent's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other Respondent, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Calallen ISD Board of Trustees between proposal submission date and award by the Calallen ISD Board of Trustees.
3. No officer or stockholder of the Respondent is a member of the staff or related to any employee or Board of Trustees member of the Calallen ISD except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).
4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Respondent as well as to any person signing in his/her behalf.

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

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**ORIENTATION TO COMPLAINT PROCEDURES FOR SERVICE PROVIDERS –  
REQUIRED FORM**

---

The policy of Calallen ISD herein referred to as “the District” is to resolve complaints in a fair and prompt manner. The Districts 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.**

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALLEN ISD**  
**RFP FOR DISASTER RECOVERY SERVICES**

**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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**CERTIFICATE OF LIABILITY - REQUIRED (Provide Copy)**

Please provide a Copy of Your Certificate of Liability Insurance.

Provide actual Certificate of Liability Insurance as part of your proposal

CERTIFICATE OF LIABILITY INSURANCE					DATE
PRODUCER		<p><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>COMPANIES AFFORDING COVERAGE</p> <p>COMPANY A</p> <p>COMPANY B</p> <p>COMPANY C</p> <p>COMPANY D</p>			
INSURED		<p><b>SAMPLE ONLY</b></p>			
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY THE STATE OF TEXAS, ITS EMPLOYEES, NAME INSURED (SEE BELOW)				GENERAL AGGREGATE \$1,000,000.00 PRODUCTS/COMP/OP AGG \$1,000,000.00 PERSONAL & ADV INJURY \$1,000,000.00 EACH OCCURRENCE \$1,000,000.00 FIRE DAMAGE (Any one fire) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$1,000,000.00 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$ \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ 500,000.00 EL DISEASE-Policy/Limit \$ 500,000.00 EL DISEASE-Ea. Employee \$ 500,000.00
X	<input checked="" type="checkbox"/> OTHER: BUILDERS RISK				AMOUNT OF CONTRACT
X	<input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY NAMED INSURED, THE STATE OF TEXAS, ITS EMPLOYEES				\$1,000,000.00
DESCRIPTION OF OPERATION(S)/LOCATION(S)/VEHICLE(S)/SPECIAL ITEM(S)					
(PROJECT ADDRESS)					
<b>SAMPLE ONLY</b>					
CERTIFICATE HOLDER			CANCELLATION		
TEXAS WORKFORCE COMMISSION 101 East 15 <sup>th</sup> Street, Room 226T Austin, Texas 78778-0001			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE		



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**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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



**PAYMENT AND PERFORMANCE BONDS - REQUIRED FORM**

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

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

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

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

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

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The contractor certifies that:

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

\_\_\_\_\_ A performance bond is not required

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

\_\_\_\_\_ A payment bond is not required

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**CALALLEN ISD**  
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**PREVAILING WAGE SCHEDULES - REQUIRED FORM**

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If this project involves construction services, 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.

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 below .

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***Please sign below you are confirming you understand this requirement and receipt of the District’s current Prevailing Wage Rate Schedule (if applicable to the work). Contractor will be required to pay these wages as set out in the form of Agreement.***

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**FEDERAL AWARDS CONTRACT ADDENDUM CERTIFICATION- REQUIRED FORM**

**EDGAR CERTIFICATIONS**

The following certifications and provisions are required and shall apply to all project where the Calallen Independent School District ("DISTRICT") expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and you must complete and return this form and return it to the District along with your proposal:**

**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, 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.**

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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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. (All 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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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**

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**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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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.

Pursuant to Federal Rule (D) above, when THE DISTRICT expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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.

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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**EXHIBIT A - PROCUREMENT PROPOSAL RESPONSE PACKET**

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**(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 \$150,000 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).**

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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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 are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(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.**

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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(J) §200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To**

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establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

Pursuant to Federal Rule (J) 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 (J) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(K) §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, 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). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. See Public Law 115-232, section 889 for additional information. See also §200.471.**

Pursuant to Federal Rule (K) 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 (K) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(L) §200.322 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.**

**(b) For purposes of this section:**

**(1) "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.**

**(2) "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 the Federal Rule above, THE DISTRICT has a preference for goods, products, or materials produced in the United when spending federal funds. Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

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Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**PROCUREMENT OF RECOVERED MATERIALS**

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**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 the Federal Rule 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.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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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).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of THE DISTRICT not to discriminate on the basis of race, color, national origin, sex, religion, age (applies to individuals who are 40 years of age or older), disability, or genetic information in its programs. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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THE DISTRICT has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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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.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

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

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**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.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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