CALALLEN ISD

PROMOTING EXCELLENCE • CREATING THE FUTURE

REQUEST FOR PROPOSALS (RFP)
for
LANDSCAPING SERVICES

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

Issue Date: November 10, 2026

Pre-Proposal meeting and onsite visits will be conducted on Friday, 10:00am (CST), November 13, 2026 at the districts Central Office located at 4205 Wildcat Dr. Corpus Christi, TX 78410
Attendance is not required, but highly suggested

Technical Assistance & Deadline for Submission:
Tuesday, 12:00 noon (CST), December 1, 2026

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: Blair McDavid
Director of Operations
4205 Wildcat Dr.
Corpus Christi, TX 78410
Phone: (361) 242-5600 x10003
Email: bmcdavid@calallen.org

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

REQUEST FOR PROPOSALS (RFP)
FOR
LANDSCAPING 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 landscaping services. The awarded contractor will perform general landscaping services as indicated within **Attachment A** the Scope of Work on an as-needed basis.

It is the intention of the District to solicit qualified vendors, evaluate their proposals, and retain the selected organization under an extended term contract on an "as needed" basis. The initial contract term will be for one (1) year, with the option of negotiating up to four (4) additional one-year extensions. The option for additional contract extensions will be contingent upon the availability of funds, and the Contractor's satisfactory service delivery.

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.

For these requested services, the District will award to a single Respondent. 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, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirement form the RFP or contract when deemed to be in the District's best interest. The District reserves the right to accept the proposal in whole or in part.

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: November 10, 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: November 17, 2026
This is the date of the second procurement advertisement in the Corpus Christi Caller Times newspaper.

Pre-Proposal Meeting & Site Visits November 13, 2026 at 10:00am CST
Meeting will take place at the CISD Central Office located at 4205 Wildcat Dr., Corpus Christi, TX 78410
Attendance is not required, but highly suggested

Deadline for Technical
Assistance Questions: December 1, 2026 at 12:00 noon CST
This is time and date that any technical questions must be submitted by to the District.

Deadline for Proposals: December 1, 2026 at 12:00 noon 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: Blair McDavid, Director of Operations, bmcdavid@calallen.org. The deadline for submitting questions is December 1, 2026 at 12:00 noon 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: Blair McDavid
4205 Wildcat Dr., Corpus Christi, TX, 78410
Email: bmcdavid@calallen.org

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

The District will not accept responses by oral communication, telephone, 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 as Attachment B 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. The District reserves the right to accept any proposal in whole or in part due to budget constraints.

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
20%	**FIRM'S ABILITY TO PROVIDE SERVICES AND OPERATIONAL APPROACH** (includes quality of the vendor's goods/services, extent to which the goods/services meet the District's needs)
20%	**FIRM'S PERSONNEL QUALIFICATIONS AND EXPERTISE** (including reputation of the vendor and quality of the vendor's services)
10%	**FIRM'S RELEVANT PAST PERFORMANCE** (including reputation of the vendor and its goods/services, vendor's past relationship with the District (if applicable))
50%	**FIRM'S PROPOSAL PRICE** (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).

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 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.

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.

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.

ATTACHMENT A
SCOPE OF WORK

The general Scope of work for the requested services will be delivered at various Calallen ISD property locations. These locations are as follows: Calallen High School, Calallen Middle School, Wilma Magee Intermediate, West Intermediate, Wood River Elementary, East Elementary, Annaville Land, Avenue A property (Alamo), and CISD Administration Building.

Service delivery will be done approximately every two (2) weeks. Summer schedules may vary due to weather or campus activities. The district estimates a total of 21 weeks of service delivery per campus during the contract year. Any additional services requested by the district will be compensated at the rate of the proposed per campus price. These "As Needed Services" will be coordinated with the Director of Maintenance, and pre-approved prior to service delivery.

General contractor activities will consist of mowing natural grass areas that have been mutually agreed upon, or as described within this document. Exact mowing areas are established within this documents, and will be verified through a pre-proposal walk through with the Director of Maintenance which is scheduled for Friday, 10:00am (CST), November 13, 2026.

CONTRACTOR WILL:
Weed eat and trim grass around accessible fence lines, buildings, trees, poles signs, drainage edges and other obstacles within the service area. Access and trimming standards will be verified during a pre-proposal scheduled on site walk throughs.

Edge accessible sidewalks and curbs adjacent to maintained natural grass within the agreed upon service areas.

Blow generated grass clippings from flatwork, curbs, and pavement back into the maintained natural grass areas, and away from drains. The vendor will take all precautions to avoid blowing grass clippings toward vehicles, buildings, or occupied areas.

Coordinate service delivery around student, staff, and campus activities. Contractor staff will be required to check for visible debris, and remove it prior to mowing. Any discharge will be directed away from people, vehicles, and buildings. All equipment will be paused when people enter the area of work.

Communicate any make up dates with the Director of Maintenance due to unsafe or wet conditions. Any additional services will require written authorization prior to service delivery.

Contractor staff will be required to be screened each month via the district's RAPTOR system. Contractor staff will be issued a contractor badge which will be worn during service delivery. Any change in staff will require the contractor to notify the Director of Maintenance.

Locations of service delivery are indicated below:

CALALLEN HIGH SCHOOL
4001 Wildcat Dr.
Corpus Christi, TX 78410



Property is approximately 12 acres

CALALLEN MIDDLE SCHOOL
4602 Cornett Dr.
Corpus Christi, TX 78410



Property is approximately 8 acres

WILMA MAGEE INTERMEDIATE
4201 Calallen Dr.
Corpus Christi, TX 78410



Property is approximately 6 acres

WEST INTERMEDIATE
4030 County Rd. 69
Corpus Christi, TX 78410



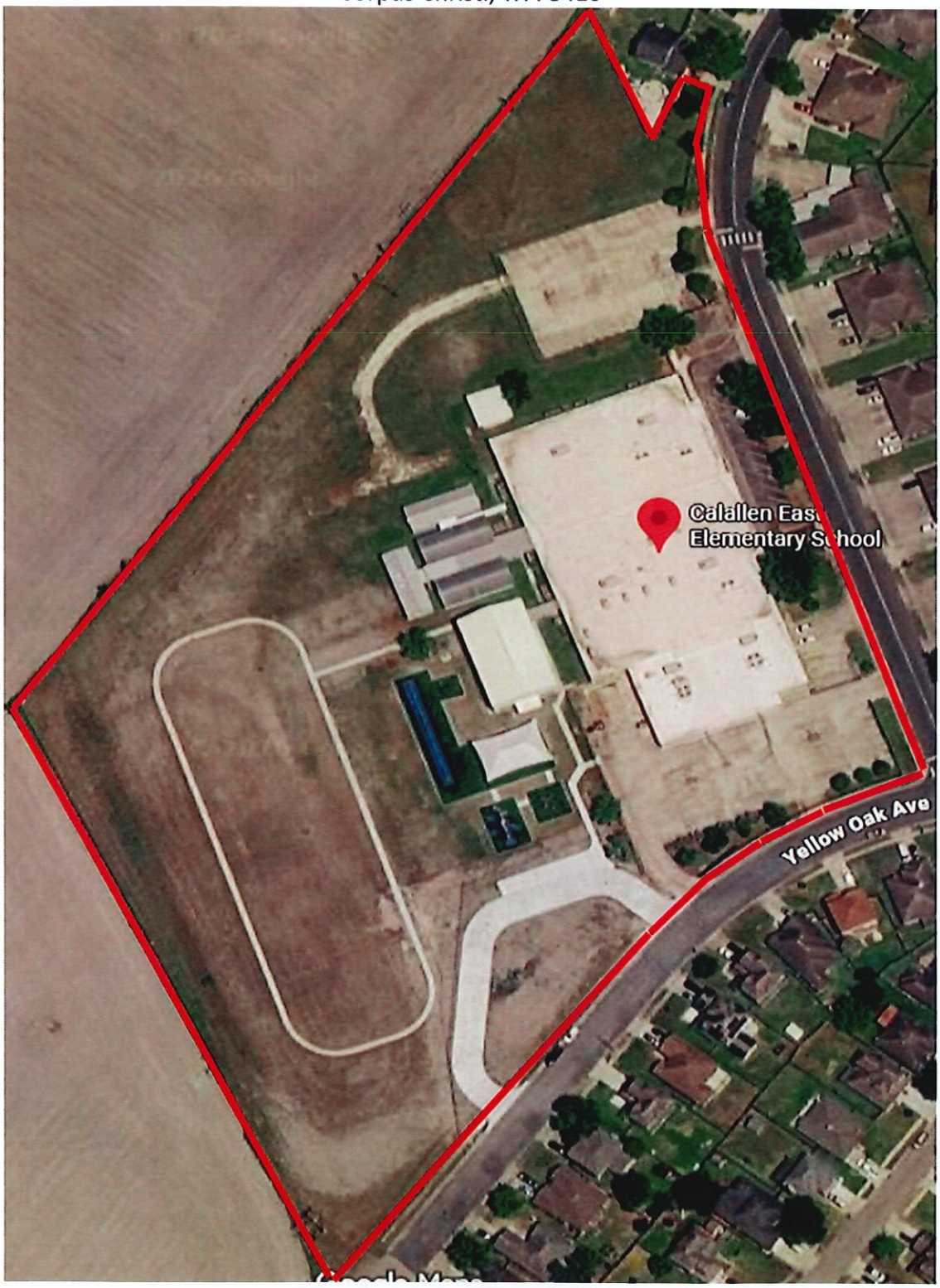
Property is approximately 6 acres

WOOD RIVER ELEMENTARY
15118 Dry Creek Dr.
Corpus Christi, TX 78410



Property is approximately 7 acres

EAST ELEMENTARY
3709 Lott Ave.
Corpus Christi, TX 78410



Property is approximately 7 acres

ANNAVILLE LAND
3901 Cliff Crenshaw St.
Corpus Christi, TX 78410



Property is approximately 9 acres

AVENUE A PROPERTY
5215 Avenue A
Corpus Christi, TX 78410



Property is approximately 3.5 acres

CISD ADMINISTRATION BUILDING
4205 Wildcat Dr.
Corpus Christi, TX 78410



Property is approximately 2.5 acres

CALALLEN ISD
RFP FOR LANDSCAPING SERVICES
ATTACHMENT B - 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.

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

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

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 Attachment B.**

SUMMARY OF PROPOSED SERVICES

The approved Proposer will provide landscaping services for the District on an as-needed basis based on the Scope of Work provided in **Attachment A**.

How many years has your firm been delivering similar services? _____

Staffing, Management & Organizational Capacity

Describe your firm's organizational structure and proposed staffing plan for this contract, including the number of crews, employees, supervisors, and management personnel who will be assigned to the District.

Explain how your firm will maintain adequate staffing and uninterrupted services during employee absences, turnover, peak growing seasons, and periods of increased workload.

Describe your experience managing large-scale mowing and landscaping contracts involving multiple properties, campuses, or facilities, including the largest comparable contract your firm has managed.

Equipment, Resources & Operational Approach
Provide an inventory of the equipment, vehicles, and resources available to perform the contracted services, including the quantity and type of commercial-grade mowing equipment.

Explain your proposed approach to scheduling and coordinating services across multiple District campuses and facilities, including crew assignments, routing, and service frequency.

Describe how your firm will adjust operations to accommodate seasonal grass growth, inclement weather, extended rainfall, and increased service demands.

FIRM'S PERSONNEL QUALIFICATIONS AND EXPERTISE – 20 POINTS TOTAL
Describe the qualifications and relevant experience of the firm's management and supervisory personnel who will oversee and manage the District's contract.

Describe the experience, training, and qualifications of personnel who will perform the mowing and landscaping services, including experience operating commercial-grade equipment.

Identify any relevant professional certifications, licenses, safety training, or industry credentials held by employees or supervisors assigned to the contract.

FIRM'S RELEVANT PAST PERFORMANCE – 10 POINTS TOTAL

Provide a list of three (3) recent or current contracts for which your firm has provided landscaping services, preferably large commercial, K-12, other governmental entities of similar size or larger than the District.

Organization: _____

Address: _____

Contact name: _____

Phone: _____

Email: _____

# of Acres Maintained: _____

Organization: _____

Address: _____

Contact name: _____

Phone: _____

Email: _____

# of Acres Maintained: _____

CALALLEN ISD
RFP FOR LANDSCAPING SERVICES
ATTACHMENT B - PROCUREMENT PROPOSAL RESPONSE PACKET
Note: All pages must be completed by Proposers and Submitted with Final Proposal.

Organization: _____

Address: _____

Contact name: _____

Phone: _____

Email: _____

# of Acres Maintained: _____

FIRM'S PROPOSAL PRICE – 50 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.

LOCATION	COST PER LOCATION	TOTAL COST based on 21 Service Calls per Location
CISD High School	$	$
CISD Middle School	$	$
Wilma Magee Intermediate	$	$
West Intermediate	$	$
Wood River Elementary	$	$
East Elementary	$	$
Annaville Land	$	$
Avenue A Property	$	$
CISD Administration Building	$	$
GRAND TOTAL ALL LOCATIONS		$

CALALLEN ISD
RFP FOR LANDSCAPING SERVICES
ATTACHMENT B - PROCUREMENT PROPOSAL RESPONSE PACKET
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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 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
RFP FOR LANDSCAPING SERVICES
ATTACHMENT B - PROCUREMENT PROPOSAL RESPONSE PACKET
Note: All pages must be completed by Proposers and Submitted with Final Proposal.

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

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.
    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.
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.

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.

Authorized Representative (Print Name)	Title
Authorized Representative (Signature)	Date

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

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

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

The undersigned contractor certifies that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that neither it nor its principals:

(1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,

(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.

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

The undersigned contractor certifies that it shall provide a drug-free workplace by:

(a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

(b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;

(c) Providing each employee with a copy of the Contractor's policy statement;

(d) Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notifying the Contractor in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;

(e) Notifying the District within ten days of Contractor's receipt of a notice of a conviction of an employee; and,

(f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or require such employee to participate in a drug abuse assistance or rehabilitation program.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Authorized Representative (Print Name)	Title
Authorized Representative (Signature)	Date

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

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

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

Applicable bill section text:

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

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

(1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws;

(2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity;

(3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except:

(A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with school districts or open-enrollment charter schools; or

(B) as necessary to comply with state or federal law; and

(4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement.

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

(1) may not assign diversity, equity, and inclusion duties to any person; and

(2) shall prohibit a district employee, contractor, or volunteer from engaging in diversity, equity, and inclusion duties at, for, or on behalf of the district.

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

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

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

(1) limit or prohibit a school district from contracting with historically underutilized businesses or businesses owned by members of a minority group or by women in accordance with applicable state law;

(2) limit or prohibit a school district from acknowledging or teaching the significance of state and federal holidays or commemorative months and how those holidays or months fit into the themes of history and the stories of this state and the United States of America in accordance with the essential knowledge and skills adopted under Subchapter A, Chapter 28;

(3) affect a student's rights under the First Amendment to the United States Constitution or Section 8, Article I, Texas Constitution;

(4) limit or prohibit a school district from analyzing school-based causes and taking steps to eliminate unlawful discriminatory practices as necessary to address achievement gaps and differentials described by Section 39.053; or

(5) apply to:

(A) classroom instruction that is consistent with the essential knowledge and skills adopted by the State Board of Education;

(B) the collection, monitoring, or reporting of data;

(C) a policy, practice, procedure, program, or activity intended to enhance student academic achievement or postgraduate outcomes that is designed and implemented without regard to race, sex, color, or ethnicity; or

(D) a student club that is in compliance with the requirements of Section 33.0815.

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

Applicable bill section text:

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

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

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

Authorized Representative (Print Name)	Title
Authorized Representative (Signature)	Date

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

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

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."

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

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

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

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

The contractor certifies that:

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

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

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

Certification Regarding Discriminating Against Firearm Industry. Pursuant to Texas Government Code Chapter 2274, the Contractor hereby certifies and verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. The verification is not required for contracts with a

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

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

The contractor certifies that:

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

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

Authorized Representative (Print Name)	Title
Authorized Representative (Signature)	Date

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.

ATTACHMENT B - PROCUREMENT PROPOSAL RESPONSE PACKET

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

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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).

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.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (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.)

3 **Name of local government officer about whom the information is being disclosed.**

_____
Name of Officer

4 **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.**

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?

☐ Yes ☐ No

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?

☐ Yes ☐ No

5 **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.**

6 ☐ 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).

7

_____ _____
Signature of vendor doing business with the governmental entity Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 1/1/2021

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 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

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

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

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 if 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

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 **SAMPLE ONLY**	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.	
	COMPANIES AFFORDING COVERAGE	
	COMPANY A	
INSURED **SAMPLE ONLY**	COMPANY B	
	COMPANY C	
	COMPANY D	

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	
	GENERAL LIABILITY				GENERAL AGGREGATE	$1,000,000.00
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	$1,000,000.00
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$1,000,000.00
	[X] OWNERS PROTECTIVE LIABILITY				EACH OCCURRENCE	$1,000,000.00
	[ ] THE STATE OF TEXAS, IT'S EMPLOYEES, NAME INSURED (SEE BELOW)				FIRE DAMAGE (Any one fire)	$ $0,000.00
					MED EXP (Any one person)	$ $,000.00
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$1,000,000.00
	[ ] ANY AUTO				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	[X] SCHEDULED AUTOS				PROPERTY DAMAGE	$
	[X] HIRED AUTOS					$
	[X] NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	[ ] ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	[ ] UMBRELLA FORM				AGGREGATE	$
	[ ] OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATUTORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [ ] INCL [ ] EXCL				EL EACH ACCIDENT	$ $00,000.00
					EL DISEASE-Policy Limit	$ $00,000.00
					EL DISEASE-Ea. Employee	$ $00,000.00
X	[X] OTHER: BUILDERS RISK				AMOUNT OF CONTRACT	
X	OWNRS PROTECTIVE LIABILITY NAMED INSURED, THE STATE OF TEXAS, IT'S EMPLOYEES					$1,000,000.00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PROJECT ADDRESS) **SAMPLE ONLY**

CERTIFICATE HOLDER	CANCELLATION
TEXAS WORKFORCE COMMISSION 101 East 15th Street, Room 226T Austin, Texas 78778-0001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

W9 TAXPAYER IDENTIFICATION CERTIFICATION - REQUIRED FORM

Provide a completed IRS Form W-9 as part of your proposal – available at https://www.irs.gov/forms-pubs/about-form-w-9.

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Cat. No. 10231X Form **W-9** (Rev. 1-2011)