



## OFFICE OF PURCHASING AND DISTRIBUTION

P.O. Box 110 • 801 Leopard Street  
Corpus Christi, Texas 78403-0110  
Office: 361-695-7350 Fax: 361-886-9192  
[www.ccisd.us](http://www.ccisd.us)

### AI WRITING TOOL FOR SPECIAL EDUCATION REPORTS REQUEST FOR PROPOSAL (RFP) FY25-P-0047

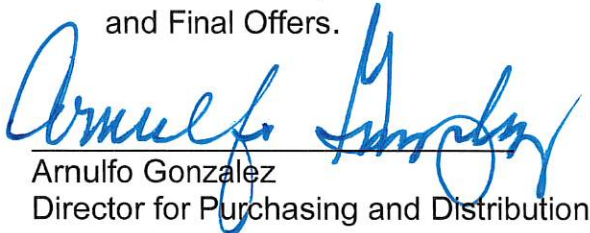
**DATE:** June 10, 2025

**CONTACT NAME:** All questions shall be sent via e-mail to:  
Krystal Garcia at [Krystal.Garcia@ccisd.us](mailto:Krystal.Garcia@ccisd.us)

One (1) original and (1) copy of the sealed proposals are due on **Thursday, July 10, 2025 at 2:00 P.M. CST**. Deliver to the Corpus Christi Independent School District (District) Office of Purchasing and Distribution, in the basement located at 801 Leopard Street, Corpus Christi, Texas 78401.

#### NOTES TO ALL VENDORS:

1. This is a twelve (12) month award with an option to extend for an additional two (2) twelve (12) month periods subject to approval by both parties and District funding availability. The initial term begins upon award and ends **June 30, 2026**.
2. Questions regarding this proposal should be referred to the buyer designated above. All questions are due no later than **June 17, 2025 at 11:00 a.m. CST**.
3. The District may conduct interviews if needed, and reserves the right to request Best and Final Offers.

  
Arnulfo Gonzalez  
Director for Purchasing and Distribution

Submission of this proposal shall serve as evidence that the vendor understands and agrees to all conditions of the Request for Proposal. Faxed proposals will not be considered unless stipulated in the Notes to Vendors. All Offerors must include the executed Felony Conviction Form, Non-Collusion – Debarred/Suspension Notification, CCISD Technology Resources Form, Conflict of Interest Questionnaire, Contract Addendums, and all signed addendum pages.

NAME OF VENDOR	ADDRESS/ZIP	DATE
PRINT NAME/SIGNATURE OF REPRESENTATIVE		TITLE
TELEPHONE	E-MAIL	FAX

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT  
OFFICE OF PURCHASING AND DISTRIBUTION

INSTRUCTIONS TO OFFERORS

**1. Contract Documents.**

- 1.1. The District's expectations with respect to the performance by each bidder and by each seller in connection with the District's purchase are set out in the "Contract Documents", which consist of the Request for Proposal ("RFP") Specifications, Instructions to Offerors, Standard Terms and Contract Conditions, and Proposal Sheet. Bidders who fail to examine the Contract Documents do so at their own risk.

**2. Submission of Proposals:**

- 2.1 Sealed proposals must be submitted by mail or hand delivered in an envelope marked on the outside with the Vendor's name, address, proposal title, and proposal number.
- 2.2 Proposals must be returned in sufficient time to be received and time stamped at the location specified in proposal. Late proposals will be marked "Late" and returned to the bidder.
- 2.3 Proposals will be publicly opened and read in the Office of Purchasing and Distribution or designated areas immediately after date and time proposals are due.
- 2.4 Proposals may be modified or withdrawn by written or telegraphic (including facsimile) notice received by the District's Purchasing and Distribution staff prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of bids.

**3. Vendor Information**

- 3.1 Proposals must be signed by an authorized agent of the vendor who has authority to bind the vendor contractually.
- 3.2 Proposals must be firm through the term of the award. If the bidder anticipates a price change due to economic conditions, the bidder must give thirty (30) days' written notice to the Purchasing and Distribution staff. Approval from the District shall be obtained before price change is effective.

- 3.3 All deliveries shall be FOB Destination Corpus Christi, Texas. Freight is prepaid and assumed by the Bidder. The District may elect to pick up purchased items from local vendors.
- 3.4 The District does not have to pay Federal Excise Taxes or Texas and local retail sales and use taxes. Tax exemption certificates will be provided upon request. The tax exemption number is 1-74-6000581-6.
- 3.5 Proposals must address all requested information in the proposal or may be considered as non-responsive to the solicitation.
- 3.6 Terms of payment are Net 30 days.
- 3.7 The District expressly reserves the right to:
  - 3.7.1 Waive any defect, irregularity, or informality in any proposal or purchasing procedure.
  - 3.7.2 Reject any or all proposals.
  - 3.7.3 Amend the proposal prior to bid opening date.
  - 3.7.4 Procure any item by other means.
  - 3.7.5 Increase or decrease the quantity specified in the proposal.
  - 3.7.6 Consider and accept an alternate proposal as provided herein when most advantageous to the District.
  - 3.7.7 Conduct discussions and negotiate final scope and price.

#### **4. Evaluation Factors:**

- 4.1 The District will evaluate proposals and select the best value proposal based upon the criteria listed below in Texas Education Code 44.031b.
  - 4.1.1 **Criterion 1** - Offeror's proposed price and required documents: Completed Pricing Proposal Sheet, Felony Conviction Notification, Non Collusion Disclosure, Suspension and Debarment Certification, CCISD Technology Resources Form, Conflict of Interest Questionnaire, Contract Addendum Prohibition on Contracts with Companies Boycotting Israel, Prohibition on Contracts with Companies Boycotting Certain Energy Companies, Contract Addendum Prohibition on Contracts with Companies that Discriminate Against Firearm And Ammunition Industries, and all signed addendum pages **(50 pts)**
  - 4.1.2 **Criterion 2** - Offeror's experience with providing similar type of services **(40 pts)**
  - 4.1.3 **Criterion 3** - Offeror's past performance with the District or other school districts within the State of Texas **(10 pts)**

## EVALUATION CRITERIA

Offerors will be evaluated on criteria 1 through 3 with a maximum of 100 total points. The District specifically request offerors to answer or provide information according to the following selection criteria. Questions left unanswered will result in zero (0) points awarded.

### **CRITERION 1: Offeror's proposed price (50 Points)**

1. Offeror's must submit the completed Pricing Proposal Sheet for Section 6. Points will distributed as follows:

#### **6.1 Special Education Report Writing Tool (Max 50 Pts)**

2. Evaluation of Criterion 1:

The evaluation of the proposed price will be evaluated as follows:

Lowest responsive and responsible offer will receive maximum points. Each offeror's price proposal over 1% of the lowest responsive and responsible proposed price will receive a deduction of a half point (0.25) up to a maximum of 25% over the lowest price. Proposed Prices over 25% of the lowest evaluated price will receive 0 points.

#### **EXAMPLE:**

Use 10% on price

Use a straight pro-rated formula

Example: The low offeror gets 10 points	=	10
1% above low offeror gets	=	9.75
2% above low offeror gets	=	9.50
3% above low offeror gets	=	9.25
4% above low offeror gets	=	9
5% above low offeror gets	=	8.75

### **CRITERION 2: Offeror's experience with providing similar type of services (40 Points)**

1. Using the sample below, provide a list of major clients where your firm has provided services of similar type within the last five (5) years.

School District Name	Contact Name	Contact Phone Number/Email	PO Amount	Years of Services
XYZ School District			\$200,000	7

2. Evaluation of Criterion 2:

- 2.1 Offerors with 5 or more similar type of services will receive maximum points.
- 2.2 Offerors with 4 more similar type of services will receive 80% of the maximum points.
- 2.3 Offerors with 3 more similar type of services will receive 60% of the maximum points.
- 2.4 Offerors with 2 more similar type of services will receive 40% of the maximum points.
- 2.5 Offerors with 1 more similar type of services will receive 20% of the maximum points.
- 2.6 Offerors with 0 more similar type of services will receive 0% of the maximum points.

3. The District may contact references listed in Criterion 2 – Offeror's Experience.

**CRITERION 3: Offeror's past performance with the District or other school districts within the State of Texas: (10 Points)**

- 1. Provide a list of all projects performed with the District and/or other local public entities. Include project name, date completed, and total value of project.

2. Evaluation of Criterion 3:

- 2.1 Offerors with 5 or more similar type of services will receive maximum points.
- 2.2 Offerors with 4 more similar type of services will receive 80% of the maximum points.
- 2.3 Offerors with 3 more similar type of services will receive 60% of the maximum points.
- 2.4 Offerors with 2 more similar type of services will receive 40% of the maximum points.
- 2.5 Offerors with 1 more similar type of services will receive 20% of the maximum points.
- 2.6 Offerors with 0 more similar type of services will receive 0% of the maximum points.

**5. Acceptance:**

5.1 Acceptance of bidder's proposal will be in the form of an award letter.

**6. Proposal Pricing Form (50 pts):**

Provide your proposed price for an AI solution that has the ability to summarize background data and group like information to produce a cohesive readable report which incorporates the findings and decisions input by the user. The tool may use artificial intelligence but must be FERPA compliant.

**6.1 Special Education (50 pts)**

<b>Special Education Report Writing Tool</b>				
<b>Vendor Product Code</b>	<b>Title</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Subtotal</b>
	Report Writing Tool	1	\$	\$
<b>Online Library Total (Special Education)</b>			<b>\$</b>	<b>\$</b>

Your proposed rate should include all applicable expenses.

CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT  
OFFICE OF PURCHASING AND DISTRIBUTION

STANDARD TERMS AND CONTRACT CONDITIONS

**1. Introduction:**

Every purchase by the Corpus Christi Independent School District ("The District") of goods, or services, or both, shall be governed by the following terms and conditions, except to the extent that such terms and conditions are specifically modified or altered by the terms and conditions of the Request for Proposal (RFP), Specifications, Proposal Sheet or Instructions to Offerors relating to the subject Request for Proposal. The Request for Proposal, Specifications, Instructions to Offerors, Standard Terms and Contract Conditions, Proposal and Proposal Sheet constitute and are referred to hereafter collectively as the "Contract Document."

**2. Gratuities:**

The District may, by written notice to the seller, cancel this contract without liability to seller if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the seller, or any agent, or representative of the seller, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with determinations with respect to the performance of such contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by seller in providing such gratuities.

**3. Special Tools and Test Equipment:**

If the price stated in the proposal includes the cost of any special tooling or special test equipment fabricated or required by seller for the purpose of fulfilling seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the seller as such.

**4. Warranty Price:**

4.1 The price to be paid by the District shall be that contained in seller's proposal, which seller warrants being no higher than seller'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 seller breaches this warranty, the prices of the items shall be reduced to the seller's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to seller for breach or seller's actual expenses.

- 4.2 The seller 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 Seller 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 this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **5. Warranty Products:**

Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions contained in the contract documents and to the sample(s) furnished by seller, if any.

#### **6. Safety Warranty:**

Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the seller's expense. In the event seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at seller's expense.

#### **7. No Warranty by the District Against Infringements:**

As part of this contract for sale, seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall the District be liable to seller for indemnification in the event that seller is sued on the grounds of infringement or the like will result, he will notify the District to the effect in writing within two weeks after the signing of this agreement. If the District does not receive notice and is subsequently held liable for the infringement or the like, seller will indemnify and hold the District harmless from any loss, cost, or expense. If seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that buyer will pay seller the reasonable cost of his infringements search.



## **8. Termination:**

The performance of work under this contract may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the seller of a "Notice of Termination" specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective. The District reserves the right to terminate for any reason with a thirty (30) day notice.

## **9. Commitment of Current Revenue: (Local Government Code 271.903)**

The District, by law, reserves the right to terminate this contract at the expiration of each budget year. The contract is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the contract and the continuing right to terminate. This contract is a commitment of the local government's current revenues only.

## **10. Force Majeure:**

If by reason a Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under the contract documents, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relies upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- 10.1 The term Force Majeure as employed 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, epidemics, landslides, 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. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

## **11. Advertising:**

Seller shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to

comply with proper requests for information from an authorized representative of the federal, state, or local government.

**12. Right to Assurance:**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the parties may demand that the other party give written assurance of the intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat the failure as an anticipatory repudiation of the contract.

**13. Independent Contractor:**

Seller shall perform the services required by the Contract Documents as an independent contractor and shall furnish such services in its own manner and method, and under no circumstances or conditions shall any agent, servant, or employee of Seller be considered an employee of the District.

**14. Hold Harmless:**

Seller shall fully indemnify, save, and hold harmless the District, its officers, employees, and agents (hereinafter "the Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever based on personal injuries (including, without limitation on the foregoing, workers' compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, or are claimed to arise out of or be in any manner connected with, the performance of the contract, unless such injury, loss, or damage is caused by the sole negligence of the Indemnities. Seller shall at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands, and/or actions.

**15. Insurance Requirements:**

No activities shall be commenced under this contract until a Certificate of Insurance as proof of the required insurance coverage, is delivered to the contract administrator as specified in the specifications. Additionally, the Certificate must state that the District will be given at least thirty (30) days; prior notice of cancellation, material change in the coverages, or intent not to renew any of the policies. The District shall be named as an additional insured. Copies of the insurance policies shall be furnished to the District upon request. A Workers' Compensation Insurance Certificate is required. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.

**16. Assignment Delegation:**

No right or interest in this contract shall be assigned or the delegation of any obligation may be made by seller without the written approval of the District. The performance of this contract by seller is of the essence and the District's right to withhold consent to such assignment shall be within the sole discretion of the District on any grounds whatsoever. Any attempted assignment or the delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

**17. Waiver:**

No claim or right arising out of a breach of this contract shall be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

**18. Liquidated Damages:**

If the Project is not completed in accordance with the Contract Documents within the Contract Time, then the District shall be entitled to recover from the Contractor, at Owner's sole election, all loss or damage incurred or sustained by Owner of every kind and nature whatsoever.

**19. Modifications:**

This contract may be modified or rescinded only by written statement signed by both parties and/or their duly authorized agents.

**20. Prohibition against Personal Interest in Contracts:**

If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of Seller, such interest must be disclosed in Seller's proposal.

**21. Applicable Law:**

This contract shall be governed by the Uniform Commercial Code ("Code") as enacted by the Texas Legislature, which is effective and in force on the date of this contract, together with any other laws of the United States, the State of Texas, Ordinances of the City of Corpus Christi, Texas, and Policies/Directives of the Corpus Christi Independent School District that may be applicable to the contract.

**22. Interpretation Parole Evidence:**

The Contract Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of

the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in the course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Code is used in this agreement, the definition contained in the code is to control.

**23. Venue:**

Both parties agree that venue for any litigation arising from this contract shall lie in Nueces County, Texas.

**CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT  
OFFICE OF PURCHASING AND DISTRIBUTION**

**FELONY CONVICTION NOTICE**

Senate Bill 1 passed by the State of Texas Legislators, 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.

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

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

Authorized Company

Official's Name (please print) \_\_\_\_\_

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official \_\_\_\_\_

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) \_\_\_\_\_

\_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Date \_\_\_\_\_

C. My firm is a publicly owned, stock-exchange corporation; therefore, this reporting requirement is not required.

Signature of Company Official \_\_\_\_\_

## SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards for \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Offeror:

- Certifies that no suspension or debarment, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§\_.36) is in place.

## NON-COLLUSION DISCLOSURE

I am the manager, secretary, or other agent or officer of the principal of the Offeror in the matter of the proposal to which this disclosure is attached, and I have full knowledge of the relations of the Offeror with the other firms in this same line of business, and the Offeror is not a member of any trust, pool, or combination to control the price of supplies, materials and/or services bid on, or to influence any person to bid or not to bid thereon.

I further affirm that the Offeror 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 submitted proposal.

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

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vendor Telephone: \_\_\_\_\_

Authorized Company Official's Name: \_\_\_\_\_

(Printed)

Signature of Company Official: \_\_\_\_\_

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

**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



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



**CONTRACT ADDENDUM**  
**PROHIBITION ON CONTRACTS WITH**  
**COMPANIES BOYCOTTING ISRAEL**

Effective September 1, 2017, Texas Legislature House Bill 89 was signed into law May 2, 2017 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

“Governmental Entity” means a state agency or political subdivision of this state.

**“Political subdivision” means:**

- (A) a county;  
(B) a municipality;  
(C) a public school district; or  
(D) a special-purpose district or authority

Signed and Verified By:  
(Name of Company)

\_\_\_\_\_ Date: \_\_\_\_\_  
( Name )  
( Title )

**CONTRACT ADDENDUM**  
**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY**  
**COMPANIES**

Effective September 1, 2021, Texas Legislature Senate Bill 13 was signed into law May 28, 2021 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity may not enter into a contract, valued at \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, with a company that has 10 or more full-time employees, for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

"Boycott Energy Company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
- (B) does business with a company described by Paragraph (A).

"Company" means (except that the term does not include a sole proprietorship) a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Governmental Entity" means a state agency or political subdivision of this state.

"Political subdivision" means:

- (A) a county;
- (B) a municipality;
- (C) a public school district; or
- (D) a special-purpose district or authority.

Signed and Verified By:

(    Name of Company    )

(       Name       )

(       Title       )

(       Date       )

**CONTRACT ADDENDUM**  
**PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM**  
**AND AMMUNITION INDUSTRIES**

Effective September 1, 2021, Texas Legislature Senate Bill 19 was signed into law May 28, 2021 requiring all contracts between a governmental entity and a company for goods and services to include a signed verification by the company of the following:

A governmental entity<sup>1</sup> may not enter into a contract, valued at \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity, with a company that has 10 or more full-time employees, for goods or services unless the contract contains a written verification from the company that it:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Firearm Entity" means:

- (A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- (B) a sport shooting range

"Firearm Trade Association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- (A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- (B) has two or more firearm entities as members; and
- (C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

"Discriminate against a Firearm Entity or Firearm Trade Association" means:

- (A) with respect to the entity or association, to:
  - (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

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<sup>1</sup> Does not apply to a governmental entity that:

- (1) contracts with a sole-source provider; or
- (2) does not receive any bids from a company that is able to provide the written verification required by that subsection.

- (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
- (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

- (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
- (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
  - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
  - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

"Company" means (except that the term does not include a sole proprietorship) a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

"Governmental Entity" means a state agency or political subdivision of this state.

"Political subdivision" means:

- (A) a county;
- (B) a municipality;
- (C) a public school district; or
- (D) a special-purpose district or authority.

Signed and Verified By:

(     Name of Company     )

---

(     Name     )

(     Title     )

(     Date     )

## **2 CFR Section 200 REQUIRED PROVISIONS**

### **Addendum FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply only when Corpus Christi Independent School District (the "District") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds, and only to the extent applicable to the contract type or dollar amount:**

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

##### **APPENDIX II TO 2 CFR PART 200**

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**(A) [Applicable ONLY to contracts in excess of \$250,000.] Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the District expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) [Applicable ONLY to contracts in excess of \$10,000.] Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement.**

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

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

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

**(D) [Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project] Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any**

means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

**(E) [Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when the District expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(G) [Applicable ONLY to contracts in excess of \$150,000.] Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, Vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) [Applicable ONLY to contracts in excess of \$100,000] Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an

employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**(J) Procurement of Recovered Materials – When federal funds are expended, the District and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

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

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When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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When the District expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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#### **CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor

further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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*[Only Applicable to Contracts funded under the National School Lunch Program]* The Buy American regulations promulgated by USDA and TDA require public school districts to purchase domestically grown and processed food to the maximum extent practicable. The food product must consist of agricultural commodities that were grown domestically, unless an authorized exception exists and has been approved by the District.

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

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS**

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

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

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

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

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

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

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

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

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



## **FEMA CERTIFICATIONS**

### **Addendum FOR CONTRACT FUNDED BY FEMA**

The following certifications and provisions are required and apply when the District expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and Vendor in all situations where Vendor has been paid or will be paid with federal funds:

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

##### **APPENDIX II TO 2 CFR PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when the Owner expends federal funds, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

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

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

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

**(D) Intentionally Deleted – Federal Davis Bacon Requirements are not applicable to contracts funded with FEMA Public Assistance Grants.**

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when the Owner expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the Owner resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by the Owner, Vendor certifies that during the term of an award for all contracts by the Owner resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by the Owner, Vendor certifies that during the term of an award for all contracts by the Owner resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the Owner, Vendor certifies that during the term of an award for all contracts by the Owner resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by the Owner, Vendor certifies that during the term and after the awarded term of an award for all contracts by the Owner resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**(J) Procurement of Recovered Materials** – When federal funds are expended, the Owner and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal Rule (J) above, when federal funds are expended by the District, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**(K) Domestic Preferences for Procurements** – As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to Federal Rule (K) above, when federal funds are expended by the District, vendor certifies, by signing this document, that to the greatest extent practicable vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

**(L) Ban on Foreign Telecommunications** – Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to Federal Rule (L) above, when federal funds are expended by the District, vendor certifies, by signing this document, vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216, equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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When federal funds are expended by the Owner for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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

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When the Owner expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of the Owner not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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

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

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Vendor agrees that the District's Inspector General, FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

---

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

---

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

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**CERTIFICATION OF DHS SEAL, LOGO AND FLAGS**

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Vendor agrees that it shall not use the DHS seal(s), logos, crests, or reproductions of flags or likeness of DHS agency officials without specific FEMA pre-approval.

---

**CERTIFICATION REGARDING COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

---

Vendor agrees that FEMA financial assistance will be used to fund the Contract only. The Vendor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

---

**CERTIFICATION OF NO OBLIGATION BY FEDERAL GOVERNMENT**

---

Vendor agrees that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal Entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

---

**CERTIFICATION REGARDING FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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Vendor agrees that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Contract.

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**CERTIFICATION REGARDING CHANGES**

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Vendor agrees that in the event of any changes or modifications to the method, price, or schedule of the work, the cost of such changes will be reasonable, allowable, and within the scope of the grant.

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

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

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

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

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

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

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

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

# CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT

## DATA PROTECTION AGREEMENT

### 1. Definitions.

- a. "Agreement" means the Agreement for Services between Vendor and the District to which this Data Protection Agreement is attached. In the event of a conflict between the Corpus Christi Data Protection agreement and any other Agreement, the terms and conditions of the Corpus Christi Data Protection Agreement shall prevail with respect to the subject matter herein.
- b. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each Party, respectively, as secured by such Party from time to time.
- c. "Vendor" means **Vendor Name**
- d. "District" means Corpus Christi Independent School District.
- e. "District Data" includes all Personally Identifiable Information and other information that is not intentionally made generally available by the District, including but not limited to business, administrative and financial data, intellectual property, and student and personnel data and metadata, as well as any de-identified, aggregated, or otherwise anonymized data derived from such data.
- f. "User" has the meaning set forth in the Agreement.
- g. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the Individuals with Disabilities Education Act, as amended ("IDEA"); "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103 ("HIPAA"); non-public personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809 ("GLB"); other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- h. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- i. "Security Breach" means an event in which District Data is exposed to unauthorized disclosure, access, alteration, or use.
- j. "Services" means the services set forth in the Services Agreement with the Vendor.
- k. "Mining District Data" means to search through, access, or extract District Data, metadata, or information which is not necessary to accomplish the purpose(s) of the Agreement or the Data Protection Agreement.

**2. Rights and License in and to District Data.** The Parties agree that as between them, all rights including all intellectual property rights in and to District Data shall remain the sole and exclusive property of the District, and Vendor has a limited, nonexclusive license as provided in this Data Protection Agreement solely for the purpose of performing its obligations. The Agreement does not give Vendor any rights, implied or otherwise, to District Data, content, or intellectual property, except as expressly stated.

**3. Disclosure.**

- a. Unless necessary to perform Vendor's obligations under the Agreement or expressly agreed by the District in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared by Vendor (or its subcontractors) for the District will not be disclosed to any other person or entity.
- b. Vendor agrees that the District will own all rights, title and interest in any and all intellectual property created by the District in the performance of the Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims.
- c. Notwithstanding the foregoing, for grant collaboration pursuant to subcontracts under sponsored grants, intellectual property rights will be governed by the terms of the grant or contract to the District to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

**4. Data Privacy.**

- a. Vendor will use District Data only for the purpose of fulfilling its duties under the Agreement and will not share District Data with or disclose it to any third party without the prior written consent of the District, except as required by law.
- b. District Data will not be stored outside the United States without prior written consent from the District.
- c. Vendor will provide access to District Data only to its employees and subcontractors who need to access the data to fulfill Vendor's obligations under the Agreement. Vendor will ensure that employees and subcontractors who perform work under this Agreement have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Data Protection Agreement. Vendor assumes overall responsibility for the security of CCISD data while it is being transmitted, during processing, or while at rest, on their servers and on all third party servers housing CCISD data, including all cloud server environments. If Vendor will have access to "education records" for the District's students as defined under FERPA, the Vendor acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the District Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the FERPA limitations and requirements imposed on school officials. The Parties agree that: (1) the services/functions to be provided by Vendor are services/functions for which the District would otherwise use its own employees; (2) Vendor is under the District's direct control with respect to Vendor's access to and use of the education records; and (3) Vendor is subject to the requirements of 34 C.F.R. 99.33(a) with respect to Vendor's access to and use of the education records. Vendor will use the education records only for the purpose of fulfilling its duties under the Agreement for District's and its User's benefit, and will not share such data with or disclose it to any third party except as provided for in the

Agreement, required by law, or authorized in writing by the District.

- d. Vendor will complete Exhibit "A" – ACCESSED DISTRICT DATA to provide the District's data fields that will require vendor to access and/or store student data and/or employee data during the use of vendor's product or services.
- e. Vendor will not use District Data (including metadata) for advertising or marketing purposes.
- f. Vendor agrees to assist the District in maintaining the privacy of District Data as may be required by State and Federal law, including but not limited to FERPA, PRRA, IDEA, and COPPA. Vendor shall, upon reasonable request, provide the District with a written summary of the procedures Vendor uses to maintain the privacy of District Data.
- g. Vendor is prohibited from Mining District Data for any purposes other than those agreed to by the Parties in writing.

**5. Data Security.**

- a. Vendor will store and process District Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic District Data will be encrypted in transmission and at rest using current industry standards (including via web interface).
- b. Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under the Agreement.

**6. Data Authenticity and Integrity.** Vendor will take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity.

**7. Security Breach.** Immediately upon becoming aware of a Security Breach, or of circumstances that has resulted in unauthorized access to or disclosure or use of District Data, Vendor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the District. Vendor will fully indemnify District of any and all damages and/or costs associated with a Security Breach caused by Vendor or Vendor's subcontractors.

**8. Response to Legal Orders, Demands or Requests for Data.**

- a. Except as otherwise expressly prohibited by law, Vendor will:
  - i. immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking District Data;
  - ii. reasonably consult with the District regarding Vendor's response;
  - iii. cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and
  - iv. Upon the District's request, provide the District with a copy of its response.



- b. If the District receives a subpoena, warrant, or other legal order, demand (including a request for information pursuant to the Texas Public Information Act), or other request seeking District Data maintained by Vendor, the District will promptly provide a copy of the request to Vendor and provide a deadline by which the Vendor must supply the District with copies of records or information required for the District to respond. Vendor shall timely supply the requested information to the District, and will cooperate with the District's reasonable requests in connection with the District's response.

**9. Data Transfer upon Termination or Expiration.**

- a. Upon termination or expiration of this Agreement, Vendor will ensure that all District Data are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. In the event that the District requests destruction of any District Data, Vendor agrees to return and Securely Destroy all District data in its possession and in the possession of any subcontractors or agents to which the Vendor might have transferred District Data or if Vendor is required by the applicable regulation, rule or statutory retention schedule to retain beyond the life of the Agreement, Vendor will extend the protection of the Disclosure and Data Privacy Clause of the Data Protection Agreement to the protected District Data not returned or destroyed, and refrain from further use or disclosure of such information for as long as Vendor retains the protected District Data. The Vendor agrees to provide documentation of data destruction to the District.
- b. Vendor will promptly notify the District of impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the District access to Vendor's facilities as necessary to remove and destroy District-owned assets and data. Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the District. Vendor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in Service delivery along with supporting documentation, indicating which, if any, of these are owned by or dedicated to the District. Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the District, all such work to be coordinated and performed in advance of the formal, final transition date.

**10. Audits.** The District reserves the right in its sole discretion, exercisable no more than twice in any calendar year, request a copy of a certification summary from an independent authority, such as SOC 2 (System and Organization Controls) in lieu of a formal audit. Otherwise, the District reserves the right in its sole discretion, exercisable no more than twice in any calendar year to perform audits of Vendor at the District's expense to ensure compliance with the terms of the Data Protection Agreement. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of District Data. Such audit shall be conducted upon reasonable notice during normal business hours and at a time and place mutually agreed upon by both parties.

**11. Institutional Branding.** Each Party shall have the right to use the other Party's Brand Features only as permitted under the Data Protection Agreement or as approved in writing by the other Party, in advance of such use. Any use of a Party's Brand Features will inure to the benefit of the Party holding intellectual property rights in and to those features.

**12. Compliance.**

- a. Vendor will comply with all applicable laws and industry standards in performing Services under the Agreement. Any Vendor personnel visiting the District's facilities will comply with all applicable District policies regarding access to, use of, and conduct within such facilities. The District will provide copies of such policies to Vendor upon request.
- b. Vendor warrants that any subcontractors used by Vendor to fulfill its obligations will be subject to and will comply with each and every term of the Data Protection Agreement in the same manner that Vendor itself is subject to the terms of the Data Protection Agreement.

**13. No End User Agreements.** The Corpus Christi Data Protection Agreement is the entire understanding between the District (including District employees and Users) and the Vendor regarding Vendor's access to, use of, and disclosure of District Data. In the event that the Vendor enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with District employees or Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.

**14. Term and Termination.**

- a. Term. This Data Protection Agreement will become effective on the commencement date of the term of the Agreement. Notwithstanding the termination or expiration of the Agreement, this Data Protection Agreement will continue in effect until all District Data has been returned to the District or Securely Destroyed in accordance with Section 9.
- b. Termination by the District. Either party may terminate the Agreement if the other party has breached a material term of the Data Protection Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting party.

**15. Advertisement.** Any and all forms of advertisement in connection with this Agreement, whether directed towards children, parents, guardians or District employees or otherwise, shall be strictly prohibited.

**16. Injunctive Relief.** The Parties agree that Vendor's disclosure or use (or threat to disclose or use) any District Data in breach of the Agreement will cause immediate and irreparable harm to the District and the District shall be entitled to immediate injunctive relief against any actual or threatened violation, in addition to any of its other rights and remedies as provided by state and/or federal law. In the event of any suit or action arising under this Section 16, Vendor consents to mandatory and exclusive jurisdiction of the courts in Nueces County, Texas.

**FOR    CORPUS CHRISTI INDEPENDENT SCHOOL DISTRICT**  
**P. O. Box 110**  
**Corpus Christi, Texas 78403-0110**

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

Arnulfo Gonzalez  
Director of Purchasing and Distribution

Approved as to Legal Form

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

Brian S. Nelson  
General Counsel for CCISD

**FOR    Vendor Name**

Address  
City, State, Zip code  
Phone Number  
Email Address

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

Duly Authorized Individual

\_\_\_\_\_  
Print Name/Title

EXHIBIT "A"  
ACCESSED DISTRICT DATA

Please check all the Corpus Christi ISD data fields below that will require access or will be stored during the use of your product or services.

**Student Data Accessed**

Field	Check if Accessed or Stored
First Name	<input type="checkbox"/>
Last Name	<input type="checkbox"/>
Date of Birth	<input type="checkbox"/>
SSN#	<input type="checkbox"/>
Address	<input type="checkbox"/>
Email	<input type="checkbox"/>
Phone	<input type="checkbox"/>
Grade Level	<input type="checkbox"/>
Gender	<input type="checkbox"/>
Ethnicity	<input type="checkbox"/>
Year of Graduation	<input type="checkbox"/>
Assessments	<input type="checkbox"/>
District ID#	<input type="checkbox"/>
State ID#	<input type="checkbox"/>

**Employee Data Accessed**

Field	Check if Accessed or Stored
First Name	<input type="checkbox"/>
Last Name	<input type="checkbox"/>
Username	<input type="checkbox"/>
Job Title	<input type="checkbox"/>
Date of Birth	<input type="checkbox"/>
SSN#	<input type="checkbox"/>
Address	<input type="checkbox"/>
Email	<input type="checkbox"/>
Phone	<input type="checkbox"/>



# CCISD Vendor Information Form

Vendor/Publisher ID

Today's Date

2022-04-06

## Vendor / Publisher Information

Vendor/Publisher Name \*

Vendor/Publisher Website \*

(i.e. <https://www.ccisd.us>)

Vendor Phone Number \*

###-###-####

Vendor Address

Address Line 1

Address Line 2

City

State

Zip-Code

Support Team

Name

Email Address

Phone(###-###-####)

Sales Representative

Technical Specialist

Implementation Specialist		

Please detail the make-up of your support team and discuss the experience of supporting product? Include days and hours technical support is available. The number of support staff dedicated to CCISD, Service Level Agreement (SLA) response times, define support tiers, technical support phone, email, and website. \*

Please list other relevant Technical Support, Implementation Specialist, Technology System Administrator, Solutions Engineer: Name, Phone #, and Email \*

## Product Information

Product Name \*

Product Category \*

- ☐ State Adopted Approved Vendor with Bid Package
- ☐ Supplemental Vendor with no contract with Texas Education Agency (TEA)
- ☐ Sole Source Vendor and registered with TEA
- ☐ other

Product End User License Agreement URL \*

Optional Upload EULA PDF

Upload

Product Terms of use URL \*

Optional Upload  
Terms of Use

Upload

**Please describe any future plans for this product \***

**Please describe the implementation process for this product \***

**Product Grade Level \***

☐ Pre-K ☐ Grades K-5 ☐ Grades 6-8 ☐ Grades 9-12 ☐ All

**State Bid Cooperative: Approved vendor with: \***

- ☐ BuyBoard Cooperative
- ☐ Education Service Centers Cooperative
- ☐ No affiliation with a Texas Cooperative
- ☐ other

**Product Type \***

- ☐ Digital Resource (Interactive E-book with multi-tools)
- ☐ Productivity Software (Microsoft Office, Google Apps, etc.)
- ☐ Assessment tool/resource
- ☐ Combination of content, activities, and assessments

---

## **Product Software**

**Product Software \***

- ☐ Web-based
- ☐ Software to be networked Server/ Client Based
- ☐ Stand Alone Software (downloaded to stand alone computer)

**Where is your software hosted? \***

- ☐ Hosted on our servers
- ☐ Hosted on Vendor's servers
- ☐ Hosted in a cloud-based environment

**If the software is on a network, can the program run from a shortcut on the desktop? \***

- ☐ Yes ☐ No

---

## **Product Application**

### **Product Application \***

- ☐ Curated collection of digital content (E-book, Magazines, Comics, Movies, and Audiobooks)
- ☐ Application to create, design, modify, or facilitate assignments
- ☐ Collection of PDF pages (static content)
- ☐ Ability to utilize sequential adaptive content to assist end user with content navigation

**List any 3rd party applications embedded in product: i.e. BrainPop, YouTube, Vimeo, Khan Academy. Does your application redirect to third party URL's after the initial URL is accessed? \***

**List domains / IP addresses to be white-listed and firewall exceptions. Please be specific on firewalls ports required and specify all URL's that need to be whitelisted. \***

### **Name of Product Learning Platform \***

### **Software Usage: who will use product? (check all that apply ) \***

- ☐ Students
- ☐ Teachers
- ☐ Campus Principals
- ☐ Support Staff: Special Ed., Specialist, Coordinators, and Administrators
- ☐ other

### **Product Platform Includes: \***

- |  |  |
|--|--|
| <input type="checkbox"/> eBook           | <input type="checkbox"/> Video/ Audio Visuals    |
| <input type="checkbox"/> Simulations     | <input type="checkbox"/> Assessments             |
| <input type="checkbox"/> Text to Speech  | <input type="checkbox"/> Tutorials               |
| <input type="checkbox"/> Gradebook       | <input type="checkbox"/> Meta-tag                |
| <input type="checkbox"/> Meta-data       | <input type="checkbox"/> Interactive course-ware |
| <input type="checkbox"/> Virtual Reality | <input type="checkbox"/> Native app              |
| <input type="checkbox"/> other           |  |



**Does learning platform / content require external media devices? \***

- ☐ Plug-ins/ Peripheral Devices (i.e. microscope, thermometer, etc.)
- ☐ Microphone
- ☐ Headset
- ☐ Flash Drive
- ☐ CD Drive
- ☐ None
- ☐ other

**Product Languages \***

- ☐ English
- ☐ Spanish
- ☐ French
- ☐ German
- ☐ other

**Accessibility \***

- ☐ Single-Sign-On using Active Directory
- ☐ Publisher assigned user-name and password
- ☐ Clever
- ☐ Self-Register
- ☐ Redistribution of licenses (not tied to individual students)
- ☐ Administrator licenses for C&I Coordinators, Specialists, Technology Programmers, and Campus Principals
- ☐ Support Staff additional licenses for Special Ed. teachers, Homebound teachers, and Long-Term Substitute Teachers
- ☐ Parent Component to gain access
- ☐ other

**Pass-through Authentication \***

- ☐ SAML (Preferred for Single Sign On and Security Reasons)
- ☐ LDAP
- ☐ Google
- ☐ other

**Will your application require DNS records to be created? \***

- ☐ Yes ☐ No

**Will you require any NAT translations to be done on our firewalls? \***

☐ Yes ☐ No

**Is the traffic SSL encrypted? \***

☐ Yes

☐ No

**Will your application send email to our Staff, Students, Teachers? \***

☐ Yes

☐ No

**Will your application send external email to our organization? (email relaying) \***

☐ Yes ☐ No

**How much bandwidth traffic is generated by this solution? \***

**Interoperability with Canvas Learning Management System \***

☐ Thin Common Cartridges

☐ External Tool

☐ Import from Commons

☐ Consumer Key

☐ Shared Secret

☐ IMS Global

☐ other

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## **Professional Development**

**Professional Development \***

☐ Included in purchase price

☐ Will provide free onsite training every year of contract

☐ Free Webinars available upon request

☐ Unlimited Webinar Access

☐ District-wide Customer Service Support

☐ other

**Do you provide FREE professional development for your product for the life of the adoption or annual basis? If there is a cost, what is the annual cost? \***

**Professional Development is led by Instructional Design \***

- ☐ Teacher Expert
- ☐ Professional Development Expert
- ☐ Sales Representative

**Supported web browsers \***

- ☐ Chrome
- ☐ Mozilla FireFox
- ☐ Safari
- ☐ Opera
- ☐ MS Edge

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**Reports and Licenses**

**What type of reports can be run by our users? \***

- ☐ Analytics
- ☐ Usage by campus
- ☐ Usage by student
- ☐ Usage by teacher
- ☐ # of logins
- ☐ Time spent on assignments
- ☐ Custom Reports
- ☐ Scheduled Reports
- ☐ Technical Reports
- ☐ Bandwidth use at District Level
- ☐ Bandwidth usage by campus
- ☐ Concurrent users per campus
- ☐ Graphs showing usage over time by campus

**Can the reports be scheduled? \***

- ☐ Yes
- ☐ No

**Do we have Admin rights to your platform? \***

- ☐ Yes ☐ No

**Can reports be customize reports to meet our needs? \***

- ☐ Yes ☐ No

**Will software require annual update or subscription renewal?**

- ☐ Yes
- ☐ No

**If we buy subscriptions of online licenses, are unused licenses rolled over? \***

- ☐ Yes  
☐ No

**Can we exchange licenses between grade levels and subject levels? \***

- ☐ Yes  
☐ No

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## **Devices and Security**

**Device Agnostic: product is accessible via \***

- |  |  |
|--|--|
| <input type="checkbox"/> Desktop                 | <input type="checkbox"/> Laptop                |
| <input type="checkbox"/> Chromebook              | <input type="checkbox"/> iPad                  |
| <input type="checkbox"/> Notebook                | <input type="checkbox"/> Android-Based Tablets |
| <input type="checkbox"/> Mobile Devices- Android | <input type="checkbox"/> Mobile Devices-IOS    |
| <input type="checkbox"/> other                   |  |

**Will this product access any CCISD data? \***

- ☐ Yes ☐ No

**Will this product store any CCISD data? \***

- ☐ Yes ☐ No

**Are you willing to sign the District's Data Protection agreement? \***

- ☐ Yes  
☐ No

**Have you had any data breaches with the last five (5) years? \***

- ☐ Yes ☐ No

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**Will your application require firewall ports opened? \***

- ☐ Yes ☐ No

**What URL's does your application require for full usage? \***

**Will the software run on the following Operating Systems \***

☐ Windows 10

☐ MAC OS

**If for use by students, will students need to sign up for an account or download an application? \***

☐ Yes

☐ No

**Is parental permission required by the application before use by a student? \***

☐ Yes

☐ No

**Vendor Signature \***

**Signature Date**



## Vendor Contact Information

Sales Representative:

**salesrepname**

**salesrepemail**

**salesrepphone**

Technical Specialist:

**techspecname**

**techspecemail**

**techspecphone**

Implementation Specialist:

**implspecname**

**implspecemail**

**implspecphone**

Address:

**VendorStreet1**

VendorStreet2

VendorCity

VendorState

VendorZip