



RFP 25-004 Addendum 1

Athletic Fields Maintenance Services

Issue Date: 10/20/2024

Questions Deadline: 1/13/2025 02:00 PM (CT)

Response Deadline: 1/23/2025 02:00 PM (CT)

Purchasing

Contact Information

Contact: Buyer

Address: Galena Park ISD

14705 Woodforest Blvd.

Houston, TX 77015

Phone: (832) 386-1223

Fax: (832) 386-1428

Email: purchasing@galenaparkisd.com

Event Information

Number: RFP 25-004 Addendum 1
Title: Athletic Fields Maintenance Services
Type: Request for Proposal
Issue Date: 10/20/2024
Question Deadline: 1/13/2025 02:00 PM (CT)
Response Deadline: 1/23/2025 02:00 PM (CT)
Notes: Galena Park Independent School District (“GPISD” or “the “District”) is soliciting proposals for RFP 25-004 Athletic Fields Maintenance Services. Details are more fully set out in the Request for Proposals (“RFP”). The submission deadline will be Thursday, January 23, 2025 @ 2:00PM CST via online E-bidding System Ionwave and/or at the GPISD Admin Building, Purchasing Department, located at 14705 Woodforest Blvd., Houston, TX 77015.

Additional information may be obtained at GPISD eBid system <https://galenaparkisd.ionwave.net/Login.aspx> or by contacting the Purchasing Department at purchasing@galenaparkisd.com.

Galena Park ISD reserves the right to reject any or all proposals.

Ship To Information

Address: Warehouse
Administration Building
Galena Park ISD
14705 Woodforest Blvd.
Houston, TX 77015
Phone: (832) 386-1006

Billing Information

Address: Accounts Payable
Galena Park ISD
14705 Woodforest Blvd.
Houston, TX 77015
Phone: (832) 386-1025
Fax: (832) 386-1428
Email: accounts_payable@galenaparkisd.com

Bid Activities

| | |
|----------------------------------|-----------------------------|
| Advertisement 1 | 10/20/2024 10:00:00 AM (CT) |
| 1st Advertisement | |
| Advertisement 2 | 10/27/2024 10:00:00 AM (CT) |
| 2nd Advertisement | |
| Last day for Questions | 1/13/2025 2:00:00 PM (CT) |
| Response to Questions Due | 1/15/2025 10:00:00 AM (CT) |
| Award Date | 4/15/2025 |
| Board Of Trustee Meeting Date | |

Bid Attachments

Form W-9 March 2024 Fillable.pdf

W-9

[View Online](#)

Conflict of Interest Form.pdf

Conflict of Interest Form

[View Online](#)

Conflict of Interest Sample.pdf

Conflict of Interest Sample

[View Online](#)

Form 1295 Instructions.pdf

Form 1295 Instructions

[View Online](#)

Texas and Federal Certifications.pdf

Texas and Federal Certifications

[View Online](#)

Certification of Criminal History Record.pdf

Certification of Criminal History Record

[View Online](#)

GPISD_Reference_Form.pdf

Reference Form

[Download](#)

GPISD Map.pdf

GPISD Map

[View Online](#)

2024-2025 District Calendar.pdf

2024-2025 District Calendar

[View Online](#)

AddendaNoticetoVendors.pdf

Addendum 1

[Download](#)

Requested Attachments

W-9

(Attachment required)

Please complete and upload.

Form 1295 - Certificate of Interested Parties

(Attachment required)

Please upload Form 1295 - See Form 1295 Instructions & Sample in Attachments

Texas and Federal Certifications

(Attachment required)

Please download the Texas and Federal Certifications Forms from the "Attachments" tab, complete and upload your signed document here.

Certification of Criminal History Record Information Review by Service Contractor

(Attachment required)

Please complete and upload if applicable.

Conflict of Interest Form

(Attachment required)

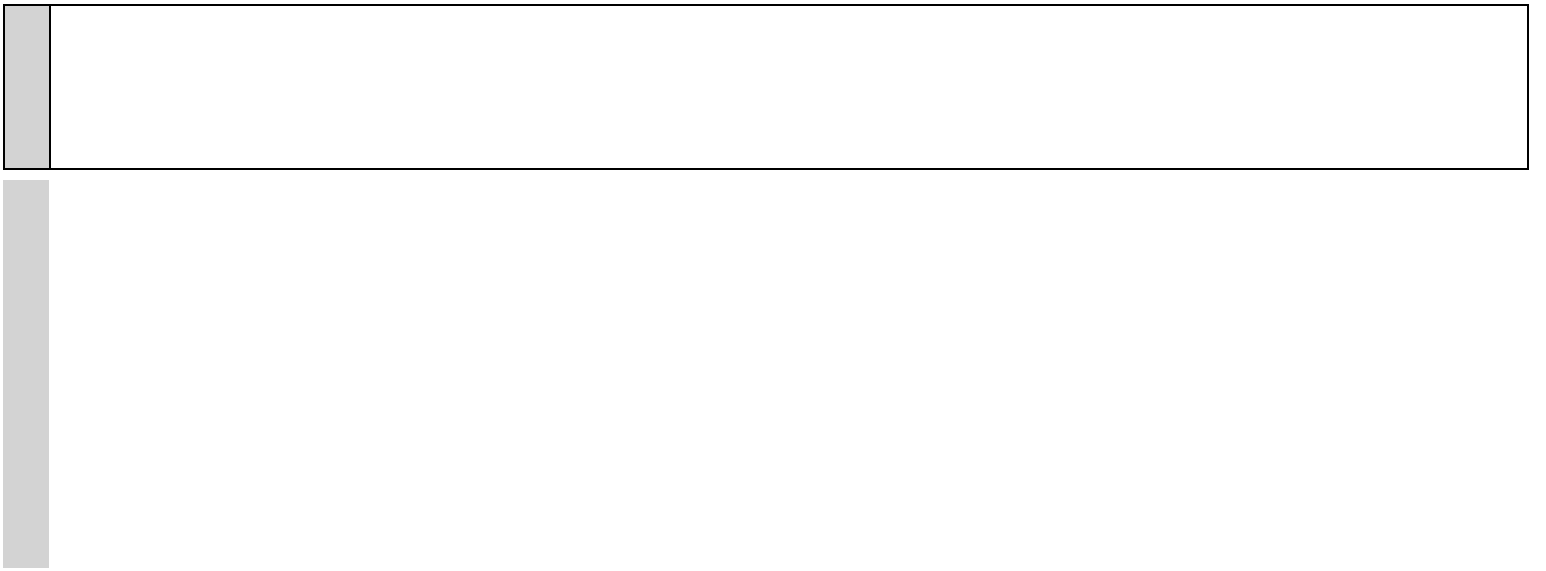
Please complete and upload.

References

Reference Form

Vendor additional forms

Please complete and upload.



6 PART 1.0 - NOTICE OF INTENTION

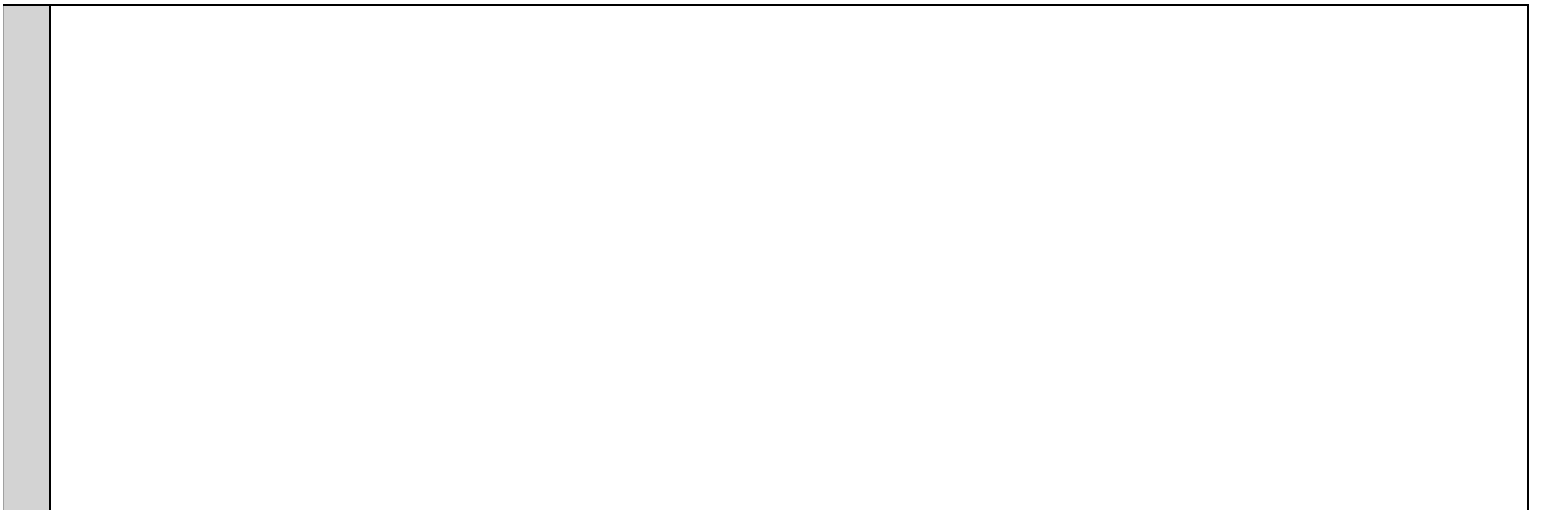
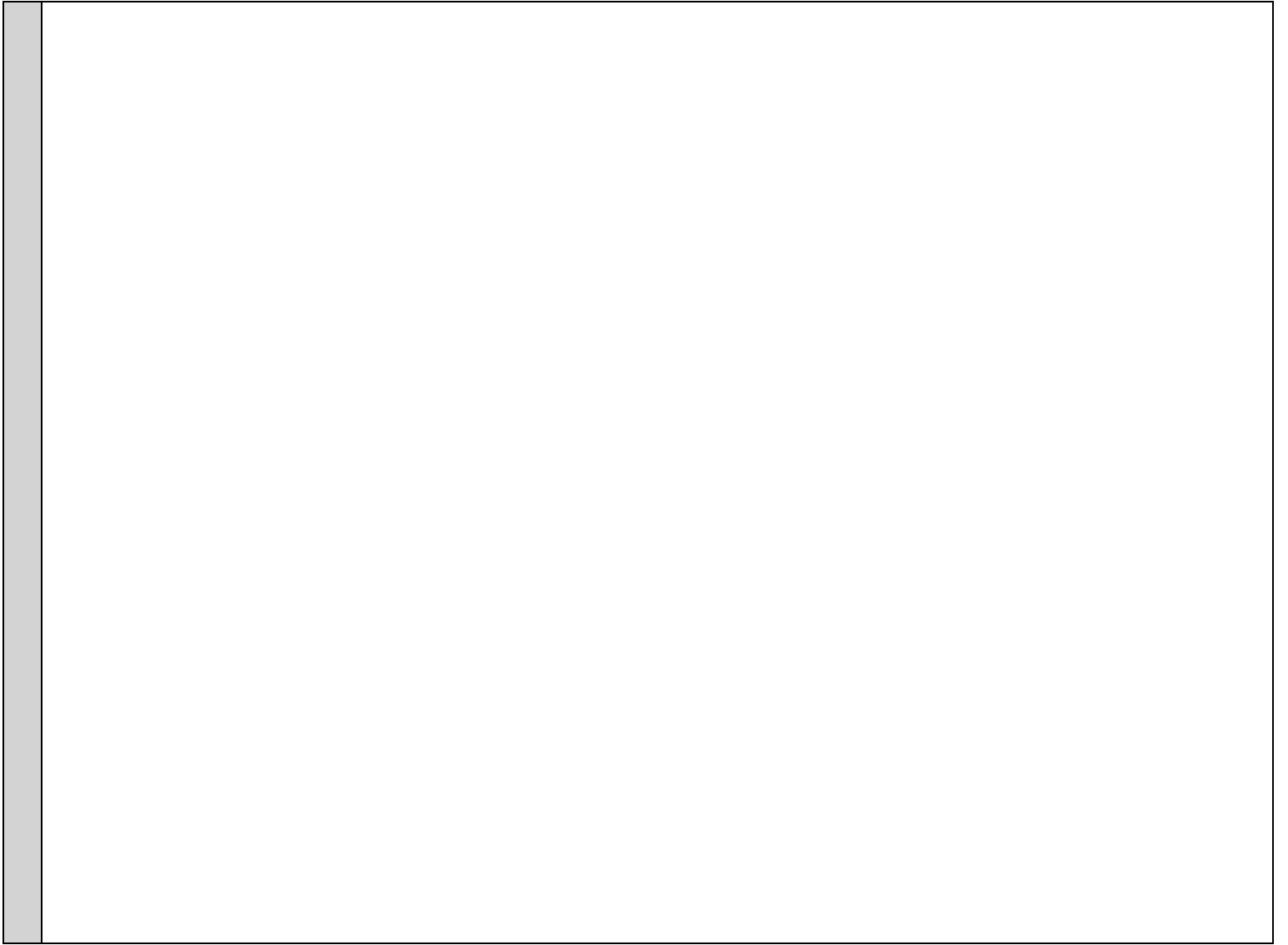
The Purchasing Department of Galena Park Independent School District ("GPISD" or the "District") is conducting

2.6 Rights Reserved by GPISD and Restrictions on RFP Process

- a) GPISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) GPISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with GPISD. GPISD may make multiple awards, and this fact should be taken into consideration by each proposer.
- c) GPISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and

- Proposer agrees to provide GPISD with the following financial information if requested by GPISD at any point during the procurement process, including before or after contract award: If public, the proposer's income statement, balance sheet, and cash flow for the past three (3) years if private, the proposer's audited financial statements for the past two years (if available). A proposer's failure to provide this financial information may impact the GPISD Administration's recommendation to the GPISD Board of Trustees for the award of the contract.

3.4



- North Shore High School 9th Grade Campus Football Field (Inside Track)
- North Shore High School 9th Grade Campus Practice Fields (3)
- North Shore High School 9th Grade Campus Baseball Field
- North Shore High School 9th Grade Campus Softball Field
- North Shore Middle School Football Field
- North Shore Senior High School Baseball Field
- North Shore Senior High School Softball Field
- North Shore Senior High School Practice Fields (3)
- Cunningham Middle School Football Field
- Woodland Acres Middle School Football Field

4.3.2 SPECIFICATIONS FOR BASEBALL AND SOFTBALL FIELD INFIELD SKINNED AREA MAINTENANCE

Tasks are to include:

- Edging and outlining all skinned areas according to high school regulations – with straight, clean edges. (Skinned areas include infield dirt areas, pitcher’s mound, home plate dirt areas base lines (if not grassed in), on deck circles, and warning tracks; basically all non-grassed areas).
- Remove all grass and weeds and their potential growth within all skinned areas
- Remove any lip build up around edges of skinned areas and restore to existing grade (may require sod cutting and re-sodding).
- Maintain proper grade of infield skinned areas (add or redistribute infield surface material and/or soil as needed to recondition). Would prefer to be laser graded at least once per year – please indicate if this service is available and price accordingly. If no laser grader is available, grades would need to be checked and adjusted through a conventional type transit level instrument. The contractor will be responsible to correct any significant low areas (standing water) upon completion of this reconditioning work at no extra cost.
- Build-up and/or Re-sod to proper grade, worn areas (front of pitcher’s mound, dug-out areas, on deck areas, home plate areas, grassed in base lines).
- Re-construct pitcher’s mounds as needed according to official high school baseball rules and specifications.
- Check all bases, home plate, and pitcher’s mound rubber for proper specifications, distances, measurements, and elevations according to official high school rules and regulations. Re-set and adjust as needed.

Time of year to perform maintenance:

- Late July / August (prior to school start-up)
- Late October (prior to ryegrass over-seeding)
- Early January (prior to high school baseball / softball season start-up)

Fields in Galena Park ISD to include:

- North Shore Senior High Baseball Field
- North Shore Senior High Softball Field
- North Shore High 9th Grade Campus Baseball Field
- North Shore High 9th Grade Campus Softball Field
- Galena Park High School Baseball Field
- Galena Park High School Softball Field

Galena Park ISD reserves the right to state specifically which fields (if any) will and will not need these maintenance services during these specified time periods. The contractor will furnish all labor, equipment, tools and materials necessary to complete services on the baseball and softball fields that GPISD specifies.

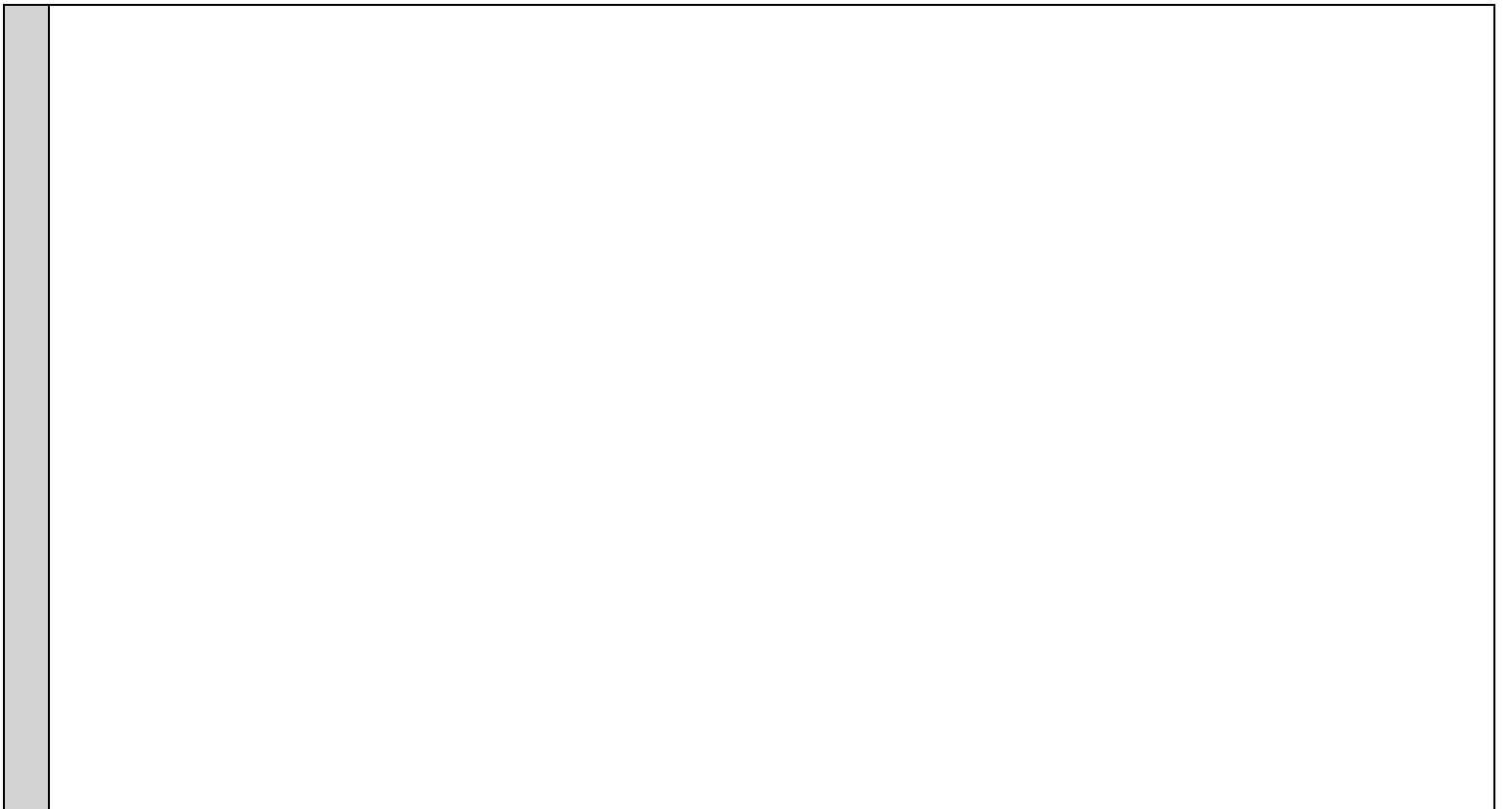
4.3.3 RENOVATION OF REGULATION FOOTBALL/SOCCER FIELDS

(Practice and/or game fields) TO INCLUDE:

- Re-Establishment of grade
- Removal of existing vegetation
- Addition of topsoil for finish grade

- Adjustments to irrigation if necessary
- Replanting/establishment of desired turfgrass

4.3.4 ATHLETIC FIELD IRRIGATION SERVICES



The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by GPISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by GPISD's Superintendent (or their designees) after any necessary approvals have been obtained from the GPISD Board of Trustees.

7.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of GPISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of

7.7 Confidentiality

Vendor and GPISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and GPISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that GPISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability GPISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by GPISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

7.8 Contract Term

The initial term of the Agreement is for a period of one (1) year, with GPISD having the option to renew the Agreement for two (2) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of three (3) years. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

7.9 Criminal History Review

Prior to commencing any work under the Agreement, if Vendor contracts with GPISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22's requirements from any subcontractors on the form provided herein. If Vendor does not have access to the results of a criminal history search of covered employees, Vendor shall ensure that all covered employees have submitted all information necessary for the LEE Fast Pass process. Covered employees with disqualifying criminal history are prohibited from serving at GPISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with GPISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

7.10 Customer Reference List

Vendor agrees to submit a customer reference list upon request by GPISD.

7.11 Customer support

Vendor shall provide timely and accurate technical advice and sales support to GPISD and GPISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to GPISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by GPISD.

7.12 Entire Agreement

This Agreement, the procurement solicitation issued by GPISD, and Vendor's proposal submitted in response to GPISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by GPISD or Vendor's proposal submitted in response to GPISD's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by GPISD and Vendor's proposal submitted in response to GPISD's procurement solicitation, GPISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks,

order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

7.13 Equal Opportunity

It is the policy of GPISD 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 Agreement, 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 Agreement 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 Agreement.

7.14 Force Majeure

Neither GPISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, GPISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of GPISD's contractual, legal, or equitable rights.

7.15 Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

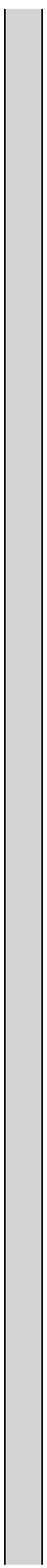
7.16 GPISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by GPISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify GPISD and pay to GPISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of GPISD's determination of the amount due. If Vendor fails to make timely payment, GPISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by GPISD.

7.17 Indemnification

Vendor shall indemnify and hold GPISD harmless from all claims, liabilities, costs, suits of law or in equity, expenses, attorneys' fees, fines, penalties or damages arising from the acts or omissions of vendor, vendor's employees, agents, or subcontractors, in connection with this Agreement, including, without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item Vendor is required to deliver. Vendor's obligations under this clause shall survive acceptance and payment by GPISD.

7.18 Insurance



will not violate any rights of Vendor.

7.23 New Products

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from GPISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. GPISD may reject any proposed additions, without cause, in its sole discretion.

7.24 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by GPISD, Vendor will not deliver substitutes without prior authorization from GPISD.

7.25 No Agency or Endorsements

GPISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of GPISD and is not an employee, agent, joint venturer, or partner of GPISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between GPISD and Vendor or GPISD and any of Vendor's agents. Vendor agrees that GPISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

7.26 Non-Appropriation Clause

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on GPISD by this Agreement, GPISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of GPISD if it is determined by GPISD, in GPISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of GPISD's current revenue only.

7.27 Notice

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

7.28 Change Order; and the GPISD Tj ET /Q 0000ture line of thie H W L R Q.00000 rg 0.26490 Tc

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

7.30 Performance and Payment Bonds

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. GPISD will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

7.31 Prevailing Wage Rates

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by GPISD.

7.32 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. All price changes shall be presented to GPISD for acceptance or rejection by GPISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal all price changes for goods and/or services provided under this Agreement must be approved, in writing, by GPISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

7.33 Quantities

Because all commodities will be provided on an "as needed" basis, GPISD makes no representation either orally or in writing to the amount of commodities, services, or related items GPISD will use during the Term of the Agreement.

7.34 Records Retention

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to GPISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by GPISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by GPISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by GPISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor 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.

7.35 Right to Audit

GPISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to GPISD in connection with Vendor's work for GPISD and shall be open to inspection and subject to audit and/or reproduction by GPISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- Vendor's compliance with this Agreement and the requirements of the solicitation,
- compliance with GPISD procurement policies and procedures,
- compliance with provisions for computing billings to GPISD, and/or
- any other matters related to this Agreement.

7.36 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by GPISD and by the Occupational Safety and Health

every kind arising from the breach of Vendor's obligations under this provision.

7.37 Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

7.38 Shipments

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by GPISD. If a product cannot be shipped within that timeframe, Vendor shall notify GPISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. GPISD may cancel the order if the estimated shipping time is not acceptable to GPISD, in its sole discretion.

7.39 Subcontractors

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to GPISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between GPISD and any such subcontractor, nor shall it create any obligation on the part of GPISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

7.40 Taxes

GPISD is tax-exempt, and GPISD shall not pay taxes for goods and/or services provided under this Agreement.

1 4 PART 7.0 – GENERAL TERMS AND CONDITIONS (continued)

7.41 Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold GPISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

7.42 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated earlier in accordance with the terms herein. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, GPISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of GPISD. GPISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery**

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7 **Form 1295 - Certificate of Interested Parties**

Pursuant HB 1295, the addition of section 2252.908 of the Government Code, all awarded vendors must fill out electronically, with the Texas Ethics Commission's online filing application.

www.ethics.state.tx.us.whatsnew/elf_info_form1295.htm

The law states that a governmental entity or state may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental or state agency. The Texas Ethics Commission has adopted rules requiring the business to file Form 1295 electronically with the Commission. This form must then be signed and attached in the "Response Attachments" tab of this bid event, prior to any business transaction.

Please note the following:

Box 2: Please enter **Galena Park ISD**

Box 3: Please use **RFP 25-004** as the identification number and **Athletic Fields Maintenance Services** as the description of goods or services.

Please acknowledge that you have read and understand that the district may not do business with your company without the submittal of this form.

Yes No

(Required: Check only one)

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8 **Felony Conviction Notice**

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an 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." Is your firm owned or operated by anyone who has been convicted of a felony?

Subsection (c) states, "This notice is not required of a publicly held corporation."

A. My firm is publicly-held corporation; therefore, this reporting requirement is not applicable.

B. My firm is not owned or operated by anyone who has been convicted of a felony.

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony (Must complete next section)

A Publicly-held corporation; N/A B Not owned/operated by anyone convicted of felony

C Is owned/operated by anyone convicted of felony

(Required: Check only one)

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Felony Conviction Details

If your firm is owned or operated by anyone who has been convicted of a felony, please list

- name(s)
- date(s) of conviction(s)
- details of the conviction(s)

If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

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CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for GPISD to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority District has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located."

Yes, my company is a resident bidder No, my company is NOT a resident bidder

(Required: Check only one)

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CERTIFICATION OF RESIDENCY

City and state of Vendor's principal place of business:

(Required: Maximum 25 characters allowed)

2 2 MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Please include a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

- Include certification letter (if applicable)
- Vendor certifies that this firm is a MWBE
- Vendor certifies that this firm is a HUB
- N/A

(Required: Check all that apply)

2 3 DEVIATION FORM

You must list any and all deviations from the specifications, requirements, and/or terms and conditions. If no deviations exists please type "NONE REQUESTED". Substantial deviations may result in your proposal not being awarded.

(Required: Maximum 500 characters allowed)

2 4 Antitrust Certification Statement

Tex. Government Code 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company);
2. In connection with this bid, neither I nor any representatives of the Company have violated any provisions of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representatives of the Company have violated any federal Antitrust laws; and
4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

- Agree Do Not Agree

(Required: Check only one)

2 5 Non-Collusion Certification Statement

I affirm that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

- Agree Do Not Agree

(Required: Check only one)



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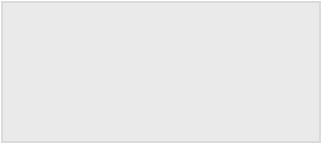
Empty header section.

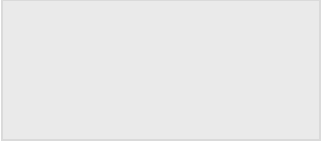
Table with 3 rows and 2 columns.

| | |
|------------------------|--------------|
| <p>_____ _____</p> | <p>_____</p> |
| <p>_____ _____</p> | <p>_____</p> |
| <p>_____ _____</p> | <p>_____</p> |

Empty footer section.







5.3 OTHER VEGETATION/WEED CONTROL

(Response required)

Quantity: 1 UOM: PER ACRE Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6 Package Header

BASEBALL AND SOFTBALL FIELD INFIELD SKINNED AREA MAINTENANCE

Total: \$

Item Notes: ****Would require a per job quote based on the following criteria****

Package Items

6.1 Labor cost for general labor (total number of persons in work crew to be included in daily rate)

(Response required)

Quantity: 1 UOM: DAILY RATE Price: \$ Total: \$

Item Notes: Total should include the total number of persons, please make note on how many people would be included.

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.2 Specialized equipment cost (specify each piece of equipment and cost per each at daily rate)

(Response required)

Quantity: 1 UOM: DAILY RATE Price: \$ Total: \$

Item Notes: See additional line items to include per piece of equipment. If additional lines needed add a spreadsheet to the "Response Attachments" section.

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.3 Specialized equipment cost (specify each piece of equipment and cost per each at daily rate)

(Response required)

Quantity: 1 UOM: DAILY RATE Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

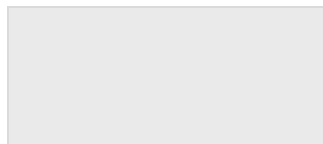
6.4 Specialized equipment cost (specify each piece of equipment and cost per each at daily rate)

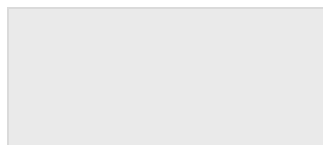
(Response required)

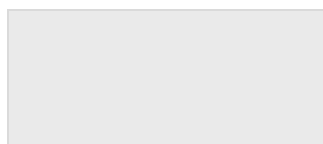
Quantity: 1 UOM: DAILY RATE Price: \$ Total: \$

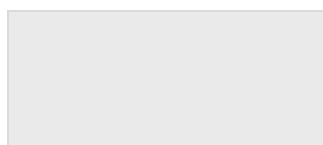
Supplier Notes: _____

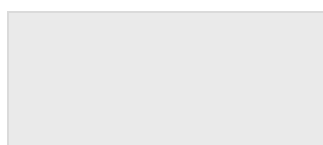
- No bid
- Additional notes
(Attach separate sheet)

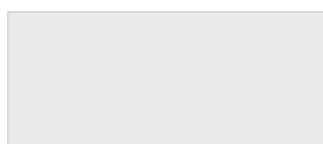




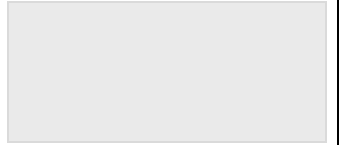


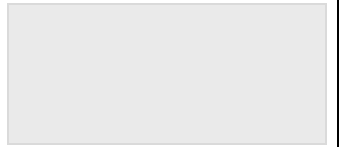




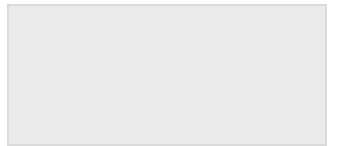












8.4 Specialized equipment cost (specify each piece of equipment and cost per each at daily rate)

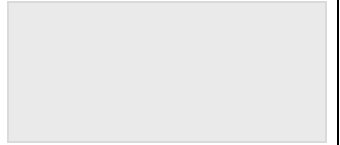
(Response required)

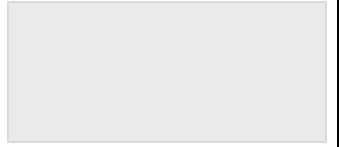
Quantity: 1 UOM: DAILY RATE Price: \$ Total:

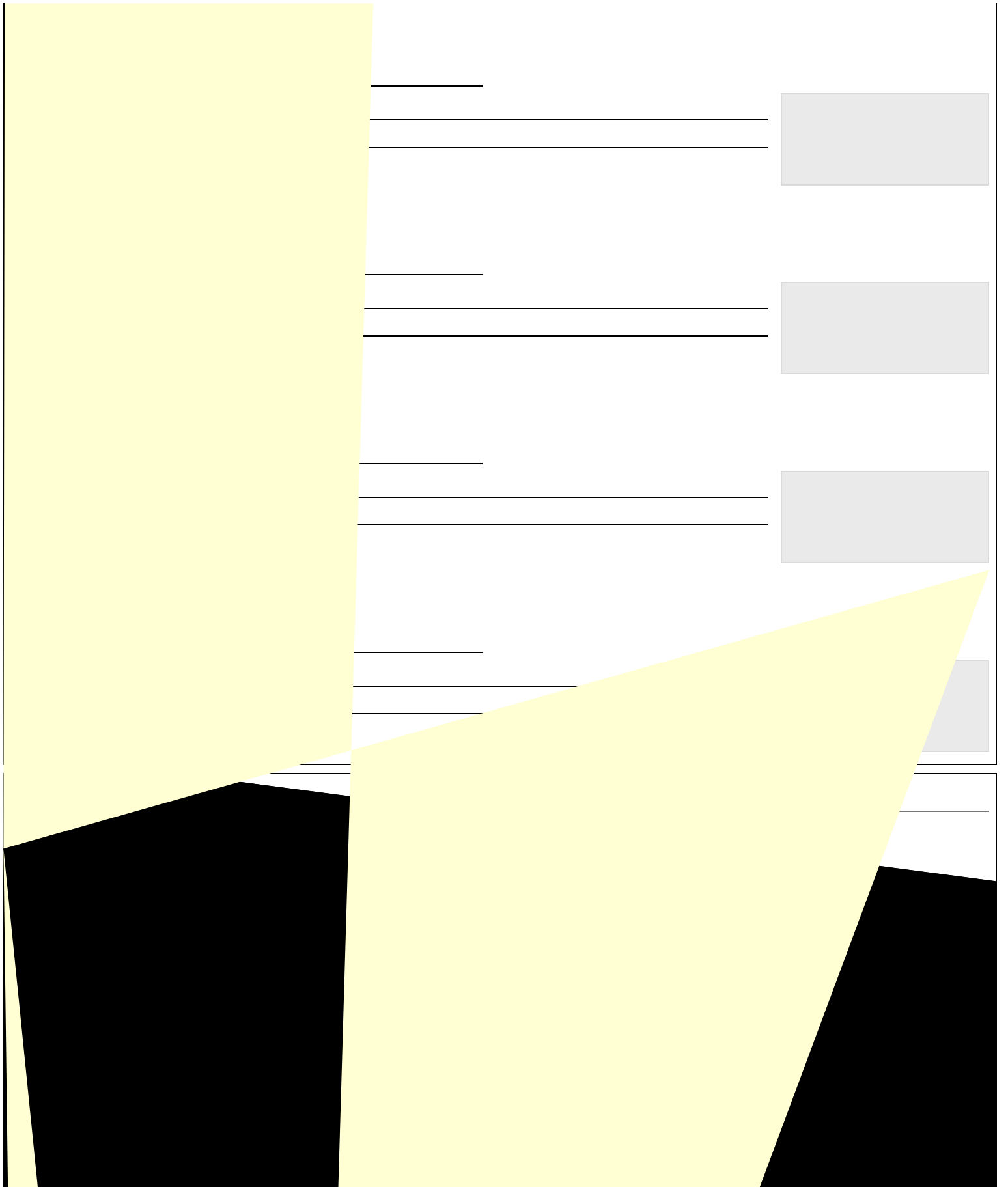
Quantity: 1 UOM: COST Price: \$ Total: \$

~~Is 60000~~ ~~srT 38250000~~ ~~to 76210000~~ ~~3000000~~ ~~ed~~ ~~Per piece of equipment~~ ~~the "Response~~ ~~14.00000~~ ~~Tf 155.00~~











10.7 Specialized equipment cost (specify each piece of equipment and cost per each at daily rate) (Response required)

(Response required)

Quantity: 1 UOM: DAILY RATE Price: \$ Total: \$

Item Notes: Total should include the total number of persons, please make note on how many people would be included.

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

W-9

Request for Taxpayer Identification Number and Certification

G

.D
IRS.

www.irs.gov/FormW9

B **b** **1** **2** **3a** **3b** **4** **5** **6** **7**

P Specific Instructions

1 Name (last, first, middle initial) and address (street, apartment, suite, etc.)

2 Social Security number

3a Check one of the following boxes:
 I am an individual who is not a U.S. citizen or resident alien.
 I am an individual who is a U.S. citizen or resident alien.
 I am a partnership or other unincorporated entity.
 I am a trust or estate.
 I am a corporation or other incorporated entity.
 I am a tax-exempt organization.
 I am a nonresident alien individual.

3b If you are a partnership or other unincorporated entity, check the appropriate box:
 Sole proprietorship
 Partnership
 Trust or estate
 Corporation
 Nonresident alien individual

4 If you are a partnership or other unincorporated entity, check the appropriate box:
 I am a partner in a partnership.
 I am a sole proprietor.
 I am a trustee or beneficiary of a trust or estate.
 I am an officer or shareholder of a corporation.
 I am an owner of a nonresident alien individual.

5 If you are a partnership or other unincorporated entity, provide the following information:
 (A) If you are a partner in a partnership, provide the name of the partnership and the name of the partner.

6 If you are a partnership or other unincorporated entity, provide the following information:
 (B) If you are a sole proprietor, provide the name of the business.

7 If you are a partnership or other unincorporated entity, provide the following information:
 (C) If you are a trustee or beneficiary of a trust or estate, provide the name of the trust or estate.

Part I Taxpayer Identification Number (TIN)

TIN: _____

SSAN: _____

SEIN: _____

TEIN: _____

Other TIN: _____

Part II Certifications

C **ea** **e** **b**

S **H** **S** **a** **U.S.** **Da**

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 F A T C A R r e r n e r n e r n

N : r r n n k e f r n k e f r
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D a U.S.
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E a b U.S. a e a 3 a e a 4
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r n e n f f - r r / f e a f a r r e r n f e e f
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U.S. Treasury Department
Internal Revenue Service

What FATCA?

FATCA is a law that requires U.S. persons to report to the IRS the income they receive from foreign sources.

What is a U.S. person?

A U.S. person is an individual who is a U.S. citizen, a U.S. resident alien, or a U.S. entity.

What is a TIN?

A TIN is a tax identification number. It is required for U.S. persons to report their income to the IRS.

See also

Section 1

Section 1 of the FATCA law defines the terms used in the law.

Section 1 also defines the term "U.S. person."

Section 1 also defines the term "TIN."

Section 1 also defines the term "U.S. entity."

Section 1 also defines the term "U.S. citizen."

Section 1 also defines the term "U.S. resident alien."

Section 1 also defines the term "U.S. entity."

U.S. Treasury Department
Internal Revenue Service

Section 2

Section 2 of the FATCA law defines the terms used in the law.

Section 3a

Section 3a of the FATCA law defines the terms used in the law.

| IF a () ... | THEN e b ... |
|--------------|--------------|
| | |
| | |
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| | |
| | |

Section 3b

Section 3b of the FATCA law defines the terms used in the law.

Section 4E

Section 4E of the FATCA law defines the terms used in the law.

Section 4E also defines the term "U.S. person."

Section 4E also defines the term "TIN."

Section 4E also defines the term "U.S. entity."

Section 4E also defines the term "U.S. citizen."

Pa II. C ea

Musical notation for the section 'Pa II. C ea'. It consists of a single staff with a treble clef and a key signature of one flat (B-flat). The notation includes various rhythmic values such as eighth and sixteenth notes, rests, and dynamic markings like 'f' (forte) and 'mf' (mezzo-forte). The piece concludes with a double bar line and a fermata over the final note.

S a

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local government entity

This questionnaire reflects changes due to the 2017 H.B. 1000, 77th Leg., Reg. Sess.

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 filing of this section is a misdemeanor.

OFFICE SE ONLY

Date Received

Name of vendor who has business relationship with local government entity

Check this box if you are filing in update to 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.)

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

Name of Officer

Describe the payment or other business relationship with the local government officer, or family member of the officer, as described by Section 176.001(A). Also describe any family relationship with the local government officer. Complete parts A and B for each payment or business relationship described. Attach additional pages to this Form CIQ, if 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

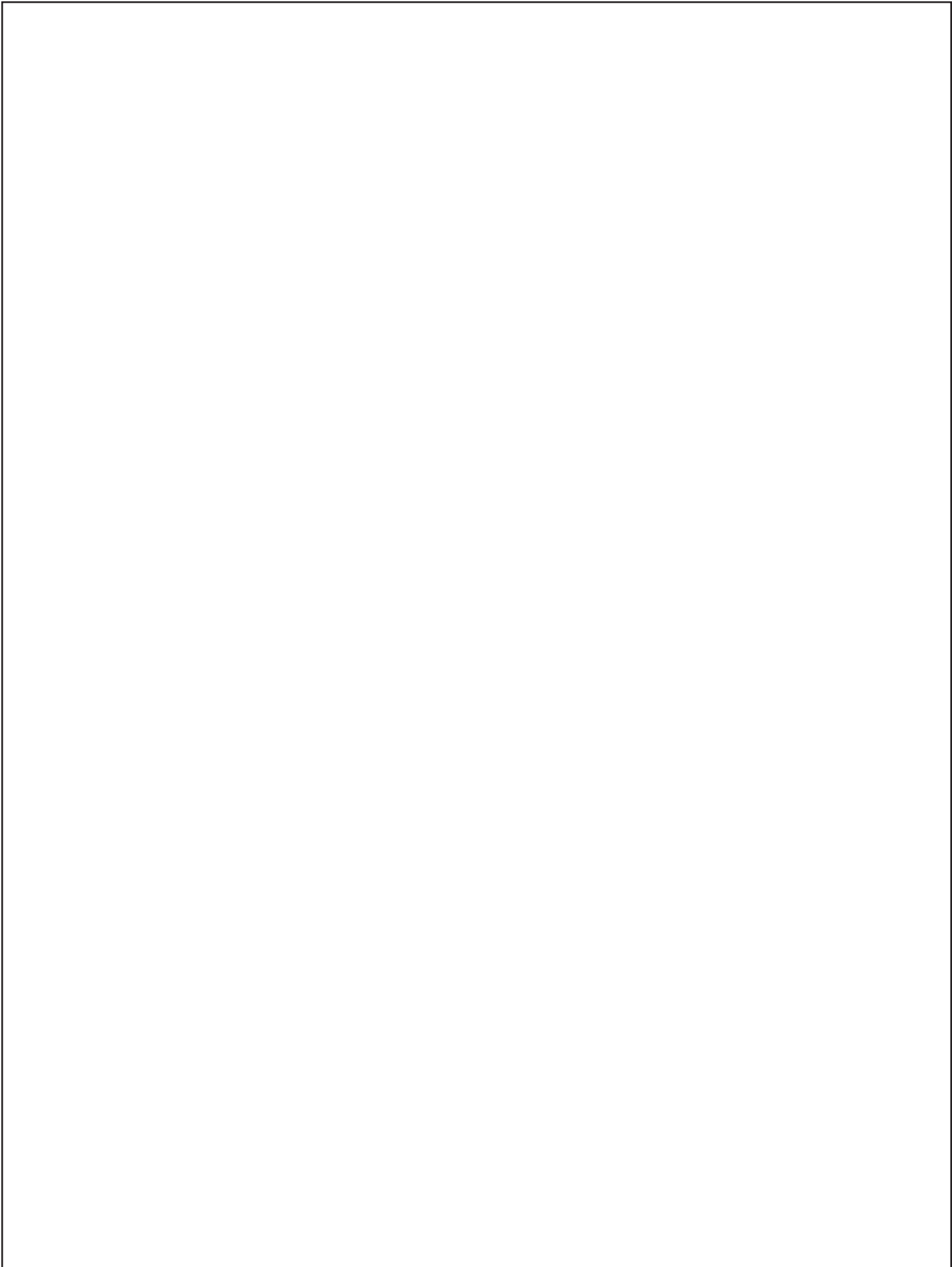
No

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

Describe the payment or business relationship with the vendor named in Section 176.001(A) with corporation or



CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local government entity

This questionnaire reflects changes due to the 2017 H.B. 1000, 77th Leg., Reg. Sess.

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.

Name of vendor who has business relationship with local government entity

OFFICE SE ONLY

Date Received

Check this box if you are filing an updated 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.)

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

Name of Officer

Describe the employment or other business relationship with the local government officer, or family member of the officer

GPISD CERTIFICATE OF INTERESTED PARTIES

FORM 1295 REQUIRED DOCUMENT

Certificate of Interested Parties (Form 1295) – Must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, and submitted to GPISD with the proposal.

GPISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits GPISD from entering into a contract resulting from this solicitation with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to GPISD at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).

means a person who has a controlling interest in a business entity with whom GPISD contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary,

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CERTIFICATION FORMS AS OF NOVEMBER 2021

Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") to the extent applicable to the contract type or dollar amount:

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

VERIFICATION REGARDING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor hereby verifies that it does not, and will not for the duration of the contract, boycott energy companies. "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). *[Verification does not apply to a vendor that employs less than 10 full-time employees; the value of the contract is less than \$100,000 – Note that the term "company" does not include a sole proprietorship.]*

VERIFICATION REGARDING CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor hereby verifies 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. *[Verification does not apply to a vendor that employs less than 10 full-time employees; the value of the contract is less than \$100,000 – Note that the term "company" does not include a sole proprietorship.]*

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(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 Regul

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.

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;

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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 § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

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,

**GALENA PARK INDEPENDENT SCHOOL DISTRICT
CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION
THIS FORM MUST BE COMPLETED BY ALL SERVICE PROVIDERS**

DAVIS-BACON PROJECTS

1. **PRIORITY OF ATTACHMENT.** The Parties agree that to the extent any provision in this Attachment conflicts with any other provision in the Contract Documents, the provisions herein shall control. The term "Contractor" as used herein shall refer to the prime contractor for the above Project.

2. **PREVAILING WAGE RATES.** As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, and Article 29, Section 5.5 of the Code of Federal Regulations (The Davis
 - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 3(c) of this Attachment; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4) of the Davis-Bacon Act. La-

- b. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- a. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- b. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

- 10. COMPLIANCE WITH COPELAND ACT REQUIREMENTS.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 11. SUBCONTRACTS.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 12. TERMINATION UNDER THIS SECTION.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 13. COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Attachment.
- 14. DISPUTES CONCERNING LABOR STANDARDS.** Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Attachment shall not be subject to the general disputes clause of the Contract Documents. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

15. CERTIFICATION OF ELIGIBILITY. By entering into a contract with the Owner, the Contractor