



RFP 25-009

Catering Food Services

Issue Date: 12/5/2024

Questions Deadline: 4/22/2025 12:00 AM (CT)

Response Deadline: 4/29/2025 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 25-009
Title: Catering Food Services
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Notes:

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](#)

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.

Vendor Certifications

(Attachment required)

Please complete and upload.

Conflict of Interest Form

(Attachment required)

Please complete and upload.

GPISD Reference Form

(Attachment required)

Please complete and upload if applicable.

Bid Attributes

1 Introduction

There are attributes, including this one, associated with this proposal. Some are notes and require no response, but most have a required response. ****Please select each page on the right-hand side of the blue bar below (at the bottom of this list of attributes) in order to view the next page of Bid Attributes****

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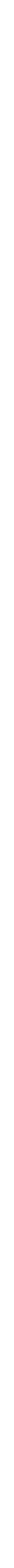
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8 PART 3.0 – INSTRUCTIONS TO PROPOSERS

This portion of the RFP includes instructions on the format proposers must follow in preparing and submitting their proposals. It further identifies how questions can be raised and will be addressed.

3.1 Compliance with Specifications

Proposers are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the proposer's DEVIATION FORM in the attributes section of the proposer's eBid submitted proposal. Each proposer, by making its proposal, represents that the proposer has read and understands the RFP and the Agreement.

3.2 Required Proposal Format

The district recommends proposers submit their response to this RFP using the GPISD eBid System. The forms listed in the "Response Attachments" tab must be completed, signed, scanned, and attached, the forms/instructions can be found under the "Attachments" tab in the eBid System. Please ensure that you respond to all Bid Attributes and Line Items in this Request for Proposal.

Galena Park ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the close date and time stated in this bid event. No fax or email submissions will be accepted. Only one format is needed. Manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive. For any questions, please contact the Purchasing Department at purchasing@galenaparkisd.com.

3.3 General Corporate and Contact Information

Proposers are required to provide the following in the "Attributes" section of the eBid site:

- Provide the company's official registered name and its principals.
- Provide a brief history of the company, including the year it was established.
- 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 References

Provide at least three references of governmental entities (school districts preferred) that have purchased services, products, and/or related items from you in the last 3-4 years. References are to be provided under the "Attributes" section in the GPISD eBid System.

3.5 Addendum

Any interpretations, corrections, additions, or changes to this RFP will be communicated to proposers by the issuance of an addendum. It is the responsibility of the proposer, prior to submitting the proposal, to determine whether an addendum was issued. All proposers shall comply with the requirements specified in any addendum issued by GPISD.

3.6 Disqualification

A proposer may be disqualified before or after the proposals are opened, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

3.7 Environmental Initiatives

GPISD is committed to reducing waste and promoting energy conservation. Toward that end, proposers responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

3.8 Interpretation

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted proposals should be self-explanatory and should not require any clarification or additional information.

3.9 No Return of Proposals; Withdrawal of Proposals

Once submitted, GPISD will not return proposals to proposers. A proposal that has been submitted via GPISD's eBid system may be withdrawn prior to the deadline for submission of proposals.

3.10 Non-Collusion Statement

Proposers are required to certify a Non-Collusive Statement. Proposers are required to state the party submitting a proposal or bid, that such proposal or bid is genuine and not collusive or sham; that proposer has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against GPISD or any person interested in the proposed contract, and that all statements in said proposal or bid are true.

3.11 Open Records Policy

GPISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to GPISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the proposer must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. GPISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by proposers.

3.12 Preferences

GPISD may apply applicable preferences for Texas resident proposers in the event of a tie bid. Preferences must be explicitly claimed by proposer and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by GPISD in a Child Nutrition Program. See Texas Government Code §§ 2252.001 - .004 2 C.F.R. § 200.319.

3.13 Responsible Vendor

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

3.14 Responsive Proposal

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

3.15 Similar Products

Whenever an article or material is defined by GPISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

3.16 GPISD is tax-exempt

GPISD is tax-exempt. Proposal prices should not include taxes.

3.17 Sole Source

In order to become a Sole Source Vendor, a proposer must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the District to obtain and retain documents from the proposer which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with GPISD as a Sole Source Vendor, GPISD must receive a notarized Sole Source Affidavit along with TEA approval of your company qualifying as a sole source.

Please mail this information to:

Galena Park Independent School District
Attn: Purchasing Department
14705 Woodforest Boulevard
Houston, TX 77015

3.18 Interlocal Cooperation Act

It is the intent of GPISD to allow other governmental entities, including other school districts, to “piggyback” onto any existing contract between GPISD and Vendor entered into pursuant to this RFP. Vendor expressly agrees that GPISD may disclose Vendor’s response, including, but not limited to, pricing information, to other governmental entities. Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered into an Interlocal Agreement with GPISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between GPISD and Vendor. Any such separate, independent contract developed as a result of this procurement solicitation and/or the Agreement is exclusively between such other governmental entity and Vendor and shall have no effect or impact on GPISD or GPISD’s contract with Vendor. It is expressly understood that GPISD shall in no way be liable for the obligations of any other governmental entity contracting with Vendor pursuant to this section.

Notice: This Bid is limited to “brick and mortar” stores and does not include food trucks.

At a minimum, the scope of goods or services required by the successful firm shall consist of the following: To establish a list of pre-approved area restaurant vendors, making them accessible for providing non cafeteria food catering services. It is the intention of the Galena Park ISD to maintain a contract with qualified vendors that provide services to the District as a whole. Services can include but are not limited to orders picked up by District staff or delivered to various campuses or department locations.

Product Quality: Product provided shall be delivered in sealed food quality containers. Containers shall be of a quality that will not leak under normal handling. Food and beverage shall be protected in transit using insulated food transport containers approved by National Sanitation Foundation (NSF). Food must be prepared, stored, and transported at the proper temperature according to Texas Food Establishments Rules (TFER). All menu products shall be freshly prepared and served. Day old products are unacceptable. Products shall be uniform in size and shape, uniformly sliced, and free of foreign objects. No alcoholic beverages are to be offered or served as part of this proposal.

Vendors may offer a discount from menu price. If you are offering actual menu price only, with no additional discounts, indicate in the discount section on the Bid Line tab as 0% for the discount amount.

If there will be no charge for delivery, indicate in the delivery charge section by entering ‘None.’ If a vendor is unable to include delivery charges in their pricing, indicate a percentage to be added and specify what delivery terms will be offered. If vendor leaves the delivery terms blank, then the delivery terms will be calculated as free.

Order request should not be taken by the vendor before a Purchase Order number or payment is provided. The Purchase Order is assurance that the purchase has been reviewed and approved by the Purchasing Department and can be submitted for payment. Purchase orders will be issued on an as-needed basis. The District will not be responsible for any products and/or services rendered without a GPISD purchase order signed electronically by authorized District personnel and/or proper authorization by the District’s Purchasing Department. Any item(s) delivered to GPISD without a GPISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

GPISD reserves the right to award non-exclusive contracts to one vendor or multiple vendors. The intent of this proposal is to provide Galena Park ISD with a pool of awarded vendors to obtain the best value for the District. GPISD Campuses and/or departments will be allowed to select a vendor from the pool of awarded vendors to purchase catering food services (non-cafeteria food).

4.3 Specifications

It is the intention of GPISD to establish one or more contract(s) with highly qualified Vendor(s) for Catering Food Services. Vendor(s) shall, at the request of GPISD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **7.0 Contract Terms and Conditions. Food and beverage items must meet requirements mandated by the United States Department of Agriculture (USDA) and/or the Texas Department of Agriculture (TDA). Any provision in the awarded contract that does not comply with the Administrator’s Reference Manual (ARM) will be amended to conform.**

1 1 PART 5.0 – EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined, after evaluation by the GPISD Procurement Division, to be the best value to GPISD. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

5.1 Evaluation Criteria

A committee selected by GPISD will review and evaluate all proposals and make a recommendation to the GPISD Board of Trustees. GPISD will base a recommendation for contract award on the following factors, in accordance

with Texas Education Code § 44.031:

Evaluation Factors	Weighted Value
1. Price	
Overall cost of program	
Pricing as determined by the proposal submitted	25 Points
pricing may also be based upon usage and coverage	
2. Reputation of Vendor and of Vendor's goods and/or services	10 Points
3. Quality of Vendor's goods and/or services	15 Points
4. Extent to which the goods and/or services meet GPISD's needs	
Project Management	
Infrastructure Solutions	
Quality of Vendor's Products/Service, including product guarantees	
Demonstrated Ability to Perform	15 Points
5. Vendor's past relationship with GPISD	15 Points
6. Impact on the ability of GPISD to comply with laws and rules relating to HUBS	0 Points
7. Total long-term cost to GPISD to acquire Vendor's goods and/or services	20 Points
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:	
(A) has its principal place of business in this state; or	
(B) employs at least 500 persons in this state	
9. Any other relevant factors specifically listed in the request for proposals	0 Points
TOTAL	100 Points

5.2 Awards

Awards will be made to the successful proposer(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. GPISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to GPISD. GPISD shall comply with the Texas Public Information Act in the event GPISD receives an open records request for information relating to proposals submitted in response to this RFP.

5.3 Competitive Range

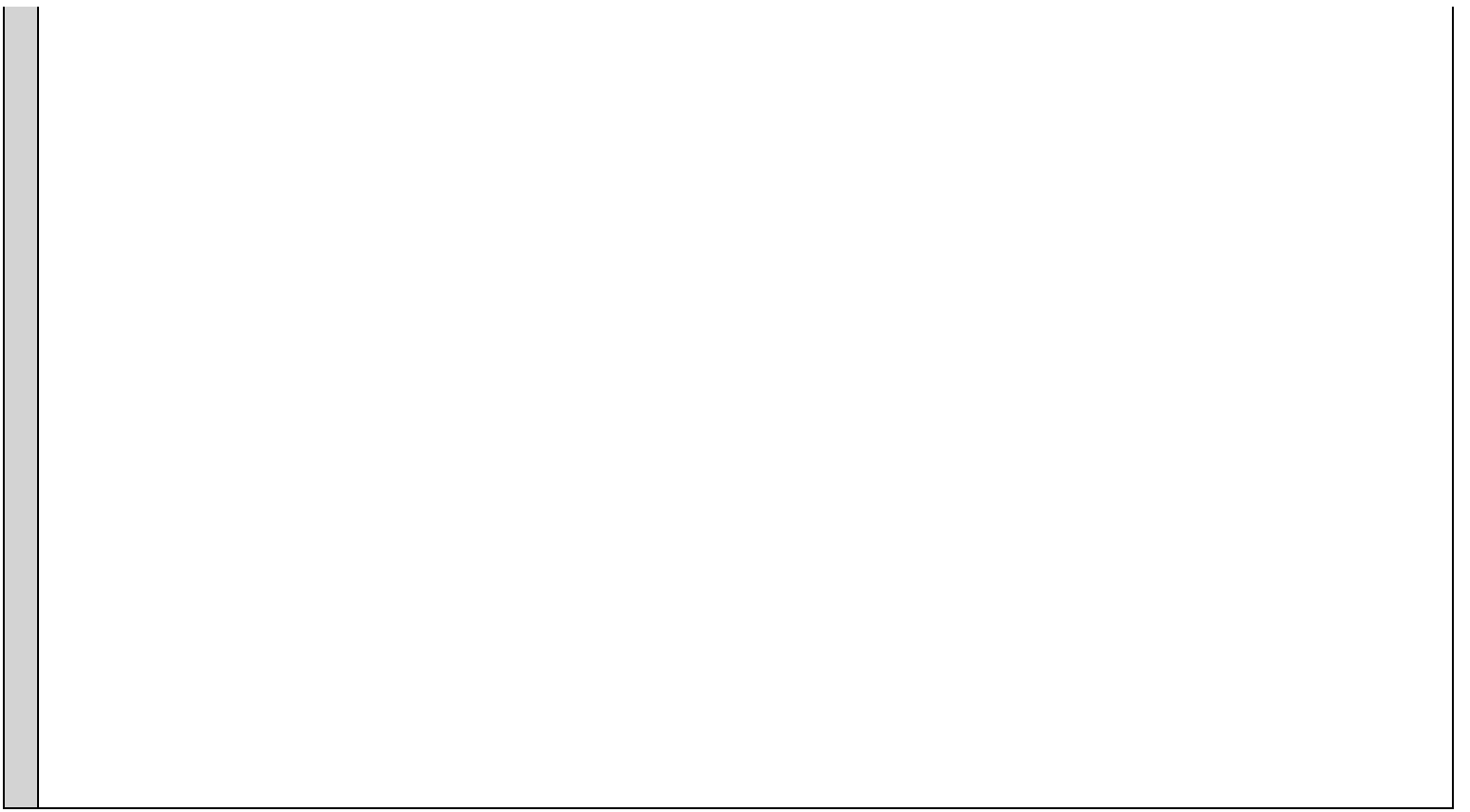
It may be necessary for GPISD to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and do not receive further award consideration.

5.4 Estimated Quantities

GPISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. GPISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

5.5 Inspection & Acceptance

Awarded vendor(s) shall deliver the goods or services procured on this contract to the GPISD division issuing a Purchase Order. If delivery is not or cannot be made within the proper time period, the awarded vendor must receive authorization from the issuing GPISD division for the delayed delivery. If defective or incorrect goods are delivered, GPISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to GPISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.



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 GPISD. Vendor is required to notify GPISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

7.3 Buy America Act

GPISD 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.

7.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

7.5 Catalog Discounts

In the event of a catalog discount type proposal, Vendor may be allowed to make additions and/or deletions from Vendor's offerings on an annual basis during the Agreement renewal period, in GPISD's sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor's original proposal (i.e. manufacturer name, product category, or entire catalog discount). GPISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If GPISD, in its sole discretion, accepts Vendor's proposed changes, such changes will remain in effect for the entire year until the next renewal period.

7.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules,

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 two (2) years, with GPISD having the option to renew the Agreement for three (3) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of five (5) 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
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7.13 Equal Opportunity

It is the policy of GPISD not to discriminate on the basis of race, color, National origin, gender, limited English

GPISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to GPISD. Vendor shall give GPISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against GPISD, its officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to GPISD.
- GPISD shall be named as an "additional insured" on all insurance policies.
- GPISD reserves the right to require additional insurance should GPISD deem additional insurance necessary, in GPISD's sole discretion.

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 Penalties

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's proposal or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, GPISD may take the following action(s), in GPISD's sole discretion, and Vendor agrees to comply with GPISD's action(s):

- insist that Vendor honor the quoted price(s) specified in Vendor's proposal
- have Vendor pay the difference between Vendor's price and the price of the next acceptable proposal (as determined by GPISD);
- have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on the open market; and/or
- recommend to GPISD's Board of Trustees that Vendor no longer be given the opportunity to submit a proposal to GPISD and/or that this Agreement be terminated.

7.29 Performance

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

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 schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. GPISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if GPISD believes, in its sole discretion, that it is in the best interest of GPISD to do so. Vendor agrees that GPISD shall not be liable for damages in the event that GPISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

7.43 Title and Risk of Loss

Whenever GPISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of GPISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be in accordance with the terms of the applicable invoice.

7.44 Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

7.45 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of GPISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by GPISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

7.46 Website Support

Vendor agrees to cooperate with GPISD in publicizing contract particulars on GPISD's website. Vendor agrees to work with GPISD in updating and maintaining current information on Vendor's activities related to the Agreement on the website. Vendor agrees to provide an electronic version of its logo for use on GPISD's website upon request and provide other information as reasonably requested by GPISD to help ensure that GPISD's website is current and consistently updated.

7.47 Workforce

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on GPISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on GPISD's property.

Conflict of Interest Questionnaire

[Empty response area for the Conflict of Interest Questionnaire]

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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 hgkh0wcity aeFpty aeFpty aes8oure0.00000 0.00000 rg 0.09740 Tc (Pursuant HB 1295, the a

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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)

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

2 6	<p>Purchasing Cooperative</p> <p>Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).</p> <hr/> <hr/> <hr/> <hr/> <hr/>
<i>(Required: Maximum 4000 characters allowed)</i>	

2 7	<p>References</p> <p>REFERENCES</p>
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2 8	<p>How many years has your company been in business?</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <p><i>(Required: Numbers only)</i></p>
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2 9	<p>References</p> <p>List multiple references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period work or services in the same type and size to the project being proposed. Please refer to "Attachments" tab for Reference Form</p>
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3 0	<p>General Corporate and Contact Information</p> <p>General Corporate and Contact Information</p>
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3 1	<p>Provide the company's official registered name and its principals.</p> <hr/> <hr/> <hr/>
<i>(Required: Maximum 1000 characters allowed)</i>	

3 2	<p>Provide a brief history of the company, including the year it was established.</p> <hr/> <hr/> <hr/>
<i>(Required: Maximum 1000 characters allowed)</i>	

3 3	<p>Financial Information</p> <p>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.</p> <p><input type="checkbox"/> I have read and agree</p> <p><i>(Required: Check if applicable)</i></p>
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3 4	<p>BID SPECIFIC INFORMATION</p> <p>Insert Bid Specific Details here and Delete this Attribute</p>
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EXECUTION OF OFFER

1. It is a reputable company regularly engaged in providing goods and/or services necessary to meet the requirements, specifications, terms and conditions of the RFP and the Agreement.
2. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of the RFP and the Agreement. Further, if awarded, the Vendor agrees to perform the requirements, specifications, terms and conditions of the RFP and the Agreement.
3. All statements, information, and representations prepared and submitted in response to this RFP are current, complete, true, and accurate. Vendor acknowledges that GPISD will rely on such statements, information, and representations in selecting the successful Vendor(s).
4. GPISD or any authorized representative of GPISD is authorized by the undersigned to contact any firm, institution, or person with knowledge of Vendor to obtain information about Vendor's services, financial condition, and any other information that GPISD might determine as being desirable.
5. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
6. It shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
7. Submission of a proposal indicates the Vendor's acceptance of the evaluation technique and the Vendor's recognition that some subjective judgments may be made by GPISD as part of the evaluation.
8. That all of the requirements of this RFP and the Agreement have been read and understood. In addition, compliance with all requirements, terms and conditions will be assumed by GPISD if not otherwise noted in the proposal.
9. The individual signing below has authority to submit the proposal and enter into the Agreement on behalf of Vendor.
10. Vendor acknowledges that the Agreement may be canceled if any conflict of interest or appearance of a conflict of interest is discovered by GPISD.
11. The Agreement is subject to purchase orders duly authorized and executed by GPISD.

The undersigned Vendor has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies all the above.

I HAVE READ, UNDERSTAND AND AGREE

(Required: Check if applicable)

Bid Lines

1 Package Header

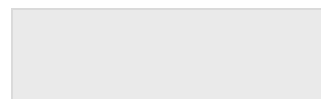
PRICING INFORMATION

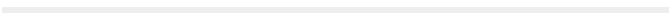
Total: \$

Item Notes: Please include Current Menu, Catering Menu, and/or Website Address to which Quoted Discount applies. Vendors shall show their responses in the spaces provided below. *If no delivery terms are indicated your submittal will be considered free delivery."

Package Items

1.1





Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

W-9

Request for Taxpayer Identification Number and Certification

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IRS.

www.irs.gov/FormW9

Specific Instructions	1	
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Part I Taxpayer Identification Number (TIN)

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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 an estate or trust that is treated as a U.S. person.

What is a TIN?

A TIN is a Taxpayer Identification Number. It is a unique number that identifies you to the IRS. If you are a U.S. person, you must have a TIN.

See also

Line 1

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

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Enter the amount of interest and dividends received from all sources during the year.

U.S. Treasury Department
Internal Revenue Service

Line 2

Enter the amount of interest and dividends received from all sources during the year.

Line 3a

Enter the amount of interest and dividends received from all sources during the year.

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Line 3b

Enter the amount of interest and dividends received from all sources during the year.

Line 4E

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

Enter the amount of interest and dividends received from all sources during the year.

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Enter the amount of interest and dividends received from all sources during the year.

r

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. 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

Handwritten musical notation consisting of two staves. The notation includes various rhythmic values (e.g., eighth, sixteenth, and quarter notes), rests, and dynamic markings such as *f*, *mf*, and *ff*. There are also some boxed-in symbols and a downward-pointing triangle.

Handwritten musical notation consisting of two staves. The notation includes various rhythmic values, rests, and dynamic markings such as *f*, *mf*, and *ff*. A prominent **P** (Piano) marking is visible at the beginning of the first staff. There are also some boxed-in symbols and a downward-pointing triangle.

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)

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., 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.

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

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,

