



RFP 25-010

General Purchases (Multi Award)

Issue Date: 12/5/2024

Questions Deadline: 4/22/2025 02:00 PM (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 25-010
Title: General Purchases (Multi Award)
Type: Request for Proposal
Issue Date: 12/5/2024
Question Deadline: 4/22/2025 02:00 PM (CT)
Response Deadline: 4/29/2025 02:00 PM (CT) (as Tc sibll. New r1 Tc si 4 sbll. New r1 Tc si 4 sbll. Ne
Notes: Galena Park Independent School District ("GPISD" or "the "District") is soliciting proposals for **RFP 25-010 General Purchases (Multi Award)** (Awarded 3 full years should

66 PART 1.0 - NOTICE OF INTENTION

The Purchasing Department of Galena Park Independent School District (“GPISD” or the “District”) is conducting this procurement to establish a contract. The Initial Term of the prospective contract is a period of two (2) years. The District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to three (3) additional one-year terms (individually, a “Renewal Term”). The maximum duration of any contract resulting from this procurement is a total of five (5) years, running from the date of execution of the contract by the authorized representative of the District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of _____ eviewed and approved

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 submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.
- d) GPISD reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. GPISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. GPISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. GPISD also reserves the right as sole judge of quality and equality.

2.7 Questions and Clarification

- a) Questions regarding the requirements specified in this solicitation may be sent through the GPISD eBid System no less than five (5) business days before the proposals are due.
- b) GPISD will not answer verbal questions any responses to a prospective vendor's questions will be posted on the GPISD eBid System.

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.

9 Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

Interlocal Agreements with other School Districts through the Central Texas Purchasing Alliance

A. Membership. Galena Park ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 120 public school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Galena Park ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either the awarded vendor or the adopting CTPA member district to participate unless both parties agree. Upon mutual agreement of both parties to engage under the terms of the original contract, the vendor agrees to provide the contracted goods and services at the same or better contract pricing and purchasing terms established by the originating district. Minor modifications to the scope of work of the original contract may be allowed to accommodate the adopting district's needs, as long as such modifications are directly related in nature to the original contract.

C. Document Sharing between Members. To assist an adopting member district in establishing their supporting documentation, the awarded vendor's response and related documents owned by the originating district may be shared without prior notification to the awarded vendor, unless the vendor at the time of their response to the original solicitation clearly annotates that such sharing of their response is to not occur without prior permission of the vendor.

D. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement. Upon adoption of the contract by the adopting CTPA member district, the original term of the contract and any renewal or extension options allowed under the original contract shall then transfer to the adopted contract, and such renewals options may be executed by the adopting member district at its sole discretion and independently of the originating member district's decision to execute such renewal options on the original contract.

I understand the requirements (I understand the requirements)

I understand the requirements

(Required: Check if applicable)

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Interested proposers should respond to this RFP and submit proposals online at the GPISD eBid System site. This site can be accessed by logging into <https://galenaparkisd.ionwave.net/Login.aspx>.

4.2 Scope of Services

GPISD is looking to obtain proposals from vendors that can provide General Purchases. Any applicable Vendor terms and conditions should be included for the products or services offered. GPISD reserves the right to accept or reject any items included by Vendor in this section.

At a minimum, the scope of goods or services required by the successful firm shall consist of the following:

The scope is defined as:

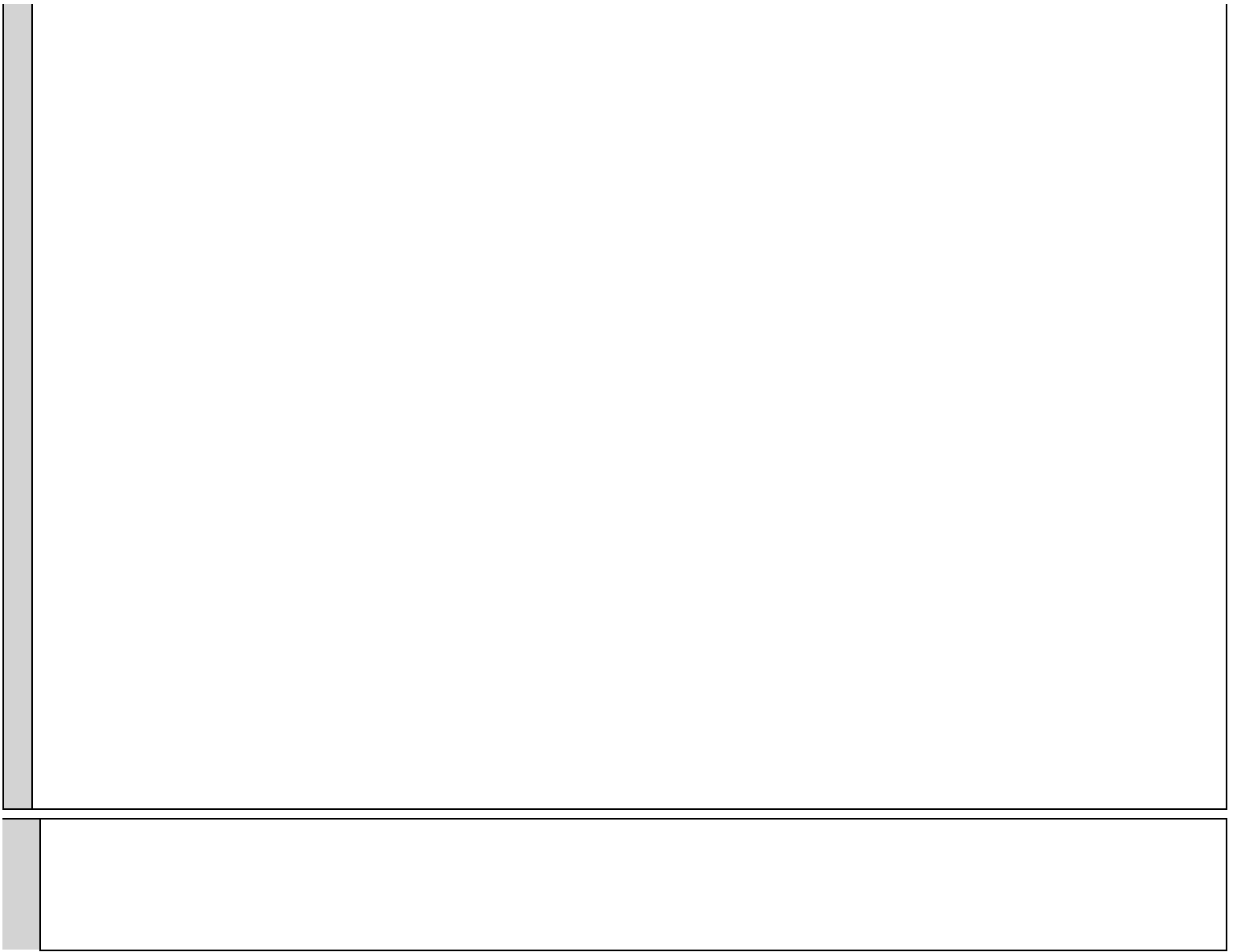
- **General Merchandise** which is considered products or services commonly sold in retail stores, and other retail related items.
- **Food/Catering - Restaurant** which is considered area restaurant vendors providing non cafeteria food catering services.
- **Food/Catering - Food Truck/Trailer** which is considered any non-brick and mortar catering service.

FOOD 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

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	25 Points
Pricing as determined by the proposal submitted	
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	15 Points
Quality of Vendor's Products/Service, including product guarantees	
Demonstrated Ability to Perform	
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	0 Points
9. nppjdbn 14F5t 5iln 24o4 e8kd 0.r BT /EvoPdf_aajdalhbmjapkilnoohibbbggn000 rg 0.000oPdf_aajdalhbmjap	



provisions of this Agreement, agree as follows:

7.1 Agreement Terms; Amendment

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 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, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in

requirements unless otherwise specifically provided in the GPISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or

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.

7.18 Insurance

Vendor is required to provide GPISD with copies of certificates of insurance, naming GPISD as an additional insured, for Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to 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.

A. Workers' Compensation (with Waiver of subrogation to GPISD) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.

B. Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000, policy limit \$100,000 each employee. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

- \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
- \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
- \$300,000 Personal and Advertising Injury Limit

C. Automobile Liability Coverage

- \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined

7.19 Interpretation

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

7.20 Invoices; Payments

Invoices shall be directed to GPISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during GPISD's

the exclusive right to provide products and/or services to GPISD. During the Term of this Agreement, GPISD reserves the right to use all available resources to procure other products and/or services as needed and doing so 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 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

upon the later of GPISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery** and shall be included in all pricing in Vendor's proposal unless otherwise clearly stated in writing in Vendor's proposal.

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 M romd

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Conflict of Interest Questionnaire

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. Instructions on filling this with a public source are in the attachments. ET Q Q q q BT /EvoPdf_aajdalhbmjapkilnoohibbbggnppjdbn 14.06

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 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)(f000 ySfil attachments tab.) Tj ET Q Q q q BT /EvoPdf_aajdalhbmjapkilnoohibbbggnppjdbn 14

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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 (25-010)** as the identification number and **General Purchases** 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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9

Felony Conviction Details

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

name(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

(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)

26	Purchasing Cooperative 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). <i>(Required: Maximum 4000 characters allowed)</i>
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27	References REFERENCES
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28	How many years has your company been in business? <input type="text"/> <i>(Required: Numbers only)</i>
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29	References 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 the "Attachments" tab.
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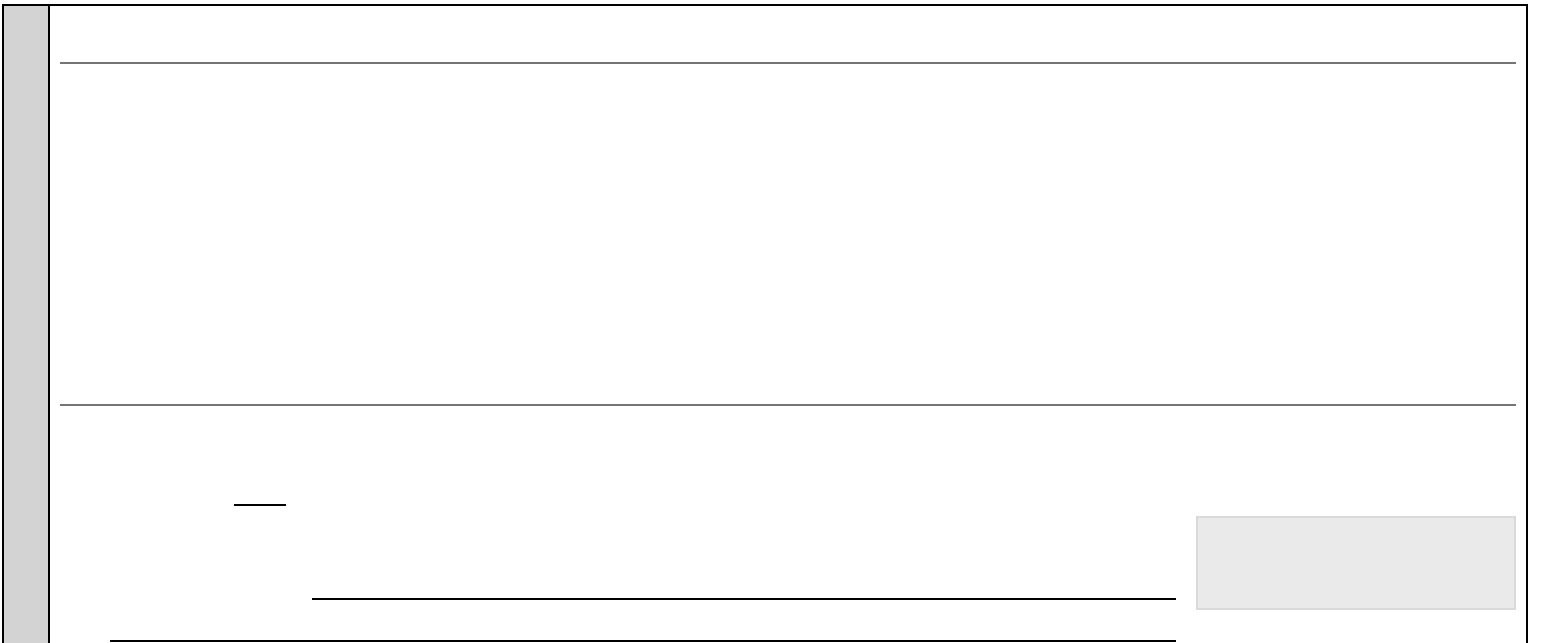
30	General Corporate and Contact Information General Corporate and Contact Information
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31	Provide the company's official registered name and its principals. <i>(Required: Maximum 1000 characters allowed)</i>
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32	Provide a brief history of the company, including the year it was established. <i>(Required: Maximum 1000 characters allowed)</i>
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33	Financial Information 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,
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34	
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1.2 Freight and/or Delivery Fee

(Response required)

Quantity: 1

Price: \$

Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1.3 Additional Fee

(Response required)

Quantity: 1

Price: \$

Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

W-9

Request for Taxpayer Identification Number and Certification

G .D IRS.

G www.irs.gov/FormW9 e a a a .

B

1 Name (last, first, middle initial) _____

2 Home address (street, apartment, etc.) _____

3a Social Security Number (SSN) _____

3b Taxpayer Identification Number (TIN) _____

4 I am not a U.S. citizen or resident alien.

5 I am a U.S. citizen or resident alien.

6 I am a U.S. citizen or resident alien and I am a dependent.

7 I am a U.S. citizen or resident alien and I am a student.

Specific Instructions

Part I Taxpayer Identification Number (TIN)

SSN: _____

TIN: _____

Section b

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Section ea b

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Part II Certifications

C I am not a U.S. citizen or resident alien.

C I am a U.S. citizen or resident alien.

S H I am a U.S. citizen or resident alien.

Da

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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 for tax purposes.

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 to file a tax return.

See also

Line 1

Enter your adjusted gross income from all sources, including income from foreign sources, before any adjustments.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

U.S. Treasury Department
Internal Revenue Service

Line 2

Enter the amount of income tax withheld from your foreign income.

Line 3a

Enter the amount of income tax withheld from your U.S. income.

IF a) ...	THEN b) ...
...	...
...	...
...	...
...	...
...	...

Line 3b

Enter the amount of income tax withheld from your foreign income.

Line 4E

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

Enter the amount of income tax withheld from your foreign income.

Enter the amount of income tax withheld from your U.S. income.

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

Handwritten musical notation consisting of several lines of notes, rests, and dynamic markings such as *f*, *mf*, and *ff*. The notation includes various rhythmic values and articulation marks.

Handwritten musical notation starting with a **P** dynamic marking. It includes notes, rests, and dynamic markings like *f*, *mf*, and *ff*. A section is marked with an **a** above the notes. The notation is dense and includes various rhythmic patterns.

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., 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

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,

