



Galena Park Independent School District  
Attn: Purchasing Department  
14705 Woodforest Blvd.  
Houston, Texas 77015

**RFP-MA 21-002  
Request for Proposals  
Fundraising Items**

**Submittal Deadline and Proposal Opening Deadline:**

**Thursday, April 8, 2021 at 10:00 AM CST**

*Proposals received after the date and time stated above will be considered on a quarterly basis through April 30, 2024 at 10:00 AM Central Standard Time.*

Questions regarding this RFP-MA 21-002 must be submitted via email to [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) no later than April 1, 2021 at 10:00 AM CST.

All questions and answers will be posted at: [galenaparkisd.com/Page/1155](http://galenaparkisd.com/Page/1155).

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## 1.0 NOTICE OF INTENT

GPISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Proposals for services other than construction services.

It is the intent of Galena Park Independent School District (GPISD) to award one or more contract(s) as a result of this RFP. GPISD will accept proposals for possible award under this RFP on a quarterly basis through April 30, 2024 at 2:00 PM CST. Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard(s) as defined within this RFP, including **Section 5.0 Scope of Proposal**, and shall comply with all applicable federal, state and local technical, environmental, and performance standards and specifications. Contracts awarded pursuant to this RFP are intended to comply with the Education Department General Administrative Regulations (EDGAR), 2 C.F.R. Part 200.

**1.1** The initial base term of the prospective contract is a period of one year, and GPISD may elect to extend any contract awarded pursuant to this RFP for up to three (2) additional one-year renewal terms. The maximum duration of any contract resulting from this RFP is three (3) years.

**1.2** In this RFP and in the Agreement, the following terms shall mean as follows:

**1.2.1** “**GPISD**” means the Galena Park Independent School District, an independent school district established under the laws of the State of Texas, with central administrative offices located at 14705 Woodforest Blvd., Houston, Texas 77015.

**1.2.2** “**Vendor(s)**” means the proposer(s) responding to this RFP and vendor(s) to whom a contract has been awarded as a result of this RFP by GPISD. 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 product(s) /service(s) listed herein.

**1.2.3** “**Agreement**” means the Contract Terms and Conditions in Section 4.0, as further defined in the Entire Agreement provision of Section 4.12.

**1.2.4** “**Best Value**” means the method by which a contract, if any, is awarded, in accordance with applicable laws, rules, and regulations. Best Value includes multiple parameters, including experience, references, quality of the Vendor’s product(s)/service(s), and price, as detailed in **Section 3.0 Evaluation and Award**.

**1.2.5** “**Purchase Order**” means the agreed upon purchase order between GPISD and the Vendor. Special terms and conditions agreed upon by the Vendor and GPISD may be added as addenda to the Purchase Order, including such items as requirements concerning certificates of insurance, bonding, and small or disadvantaged business goals.

**1.2.6** “**Premium Hours**” means those hours not included in Regular Hours or federal holidays. Premium Hours must be approved by GPISD for each Purchase Order.

**1.2.7** “**Regular Hours**” means the hours between 8 a.m. and 5 p.m., Monday thru Friday, excluding the following holidays: Presidents’ Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day.

**1.2.8** “**RFP**” means this Request for Proposals RFP MA-21-002 As used herein, the term “procurement solicitation” includes this RFP.

**1.3 Time Table**

GPISD anticipates following the time table listed below for this procurement solicitation. The table below is only an estimate and may vary.

<b>TIME TABLE</b>		
<b>Item</b>	<b>Activity</b>	<b>Date</b>
1	RFP Advertised – 1 <sup>st</sup> run	March 18, 2021
2	RFP Advertised – 2 <sup>nd</sup> run	March 25, 2021
3	Last Day for Questions	April 1, 2021
4	Proposals Due	Thursday, April 8, 2021 at 10:00 AM CST
5	Award Date	May 10, 2021

**2.0 INSTRUCTIONS TO VENDORS****2.1 RFP Documents**

GPISD Purchasing Department documents are made available to anyone who wishes to submit a proposal. However, it is the responsibility of the Vendor submitting a proposal to make certain that GPISD has the appropriate company name, authorized representative(s), and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

The GPISD Purchasing Department's website is at: [www.galenaparkisd.com/Domain/127](http://www.galenaparkisd.com/Domain/127)

**2.2 Intentionally left blank****2.3 Questions**

Questions related to this RFP must be submitted to GPISD by email at [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) no later than April 1, 2021. All submitted questions and answers will be posted at: [galenaparkisd.com/Page/1155](http://galenaparkisd.com/Page/1155). Questions will not be answered verbally or by phone.

## 2.4 Addenda

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

## 2.5 Proposal Response Requirements

Vendors are requested to submit a proposal offering their products and services that are commonly purchased by school districts. To qualify for evaluation, a proposal must have been submitted on time and must materially satisfy all mandatory requirements identified in this RFP. Vendors must follow the instructions detailed herein in preparing and submitting their proposals.

### 2.5.1 Compliance with Specifications and Agreement

Proposals shall be deemed responsive if they comply with all material and administrative aspects of this RFP. Vendors 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 Agreement terms in Section 4.0 Contract Terms and Conditions. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the Vendor's submitted proposal on the Deviation Form contained in Section 8.0 Attachments. Deviations or exceptions stipulated in a Vendor's proposal may result in disqualification. Any language to the effect that the Vendor does not consider this RFP to be part of a contractual obligation may result in the Vendor's proposal being disqualified. Each Vendor, by making its proposal, represents that the Vendor has read and understands the RFP and the Agreement.

### 2.5.2 Required Submission Format

Vendors shall submit one (1) original, signed proposal, including all attachments, on a USB drive to GPISD at the following address:

Galena Park ISD  
Purchasing Department  
RFP-MA 21-002 Fundraising Items  
14705 Woodforest Blvd.  
Houston, Texas 77015

GPISD will only accept proposals submitted via mail, hand-delivery, or other traditional carrier method. Faxed or email transmitted proposals will not be accepted. Should a vendor prefer to submit an online proposal, the vendor must register as a supplier in the District's eBid system at <https://galenaparkisd.ionwave.net/Login.aspx> and submit a proposal via the eBid system. Proposals should be direct, concise, complete, and unambiguous. Copyrighted proposals are unacceptable and may be disqualified.

The following items must be included in the proposal. Failure to include these items may result in non-award.

- Completed 8.0 Attachment
- Pricing; Electronic Catalog/Price Sheet (6.0 Specifications)
- Insurance Coverage Certification
- Address of Vendor's website
- Any applicable certificates (i.e., HUB, SWBE, licenses, etc.)

### 2.5.3 Proposal Response Location

Proposals must be received by GPISD at the address specified above on or before the Submittal Deadlines and Proposal Opening Deadlines indicated in Section 1.3 Time Table. Proposals received after the Fourth Submittal Deadline and Proposal Opening Deadline will be

disqualified. No provisions or exceptions are made for late submission due to actions or omissions of the Vendor or any third party.

## **2.6 GPISD Reservations**

GPISD reserves the right to:

- Cancel this procurement solicitation in whole or in part, or issue a revised or amended RFP, at the sole discretion of GPISD.
- Award one or more contracts, in part or in whole, to a single or to multiple Vendors, or to make no awards, in GPISD's sole discretion.
- Conduct oral interviews/discussions or presentations necessary to select the best value Vendor and/or to obtain competitive pricing.
- Accept, reject, or negotiate modifications in any terms of the Vendor's proposal or any parts thereof.
- Reject and/or disqualify any or all proposals received, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of GPISD.
- Waive any formalities, technicalities, or other defects if deemed in the best interest of GPISD.
- Request clarification and/or correction of Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities.
- Be the sole judge of quality and equality.
- Make all decisions regarding this RFP, including, without limitation, the right to decide whether a proposal substantially complies with the requirements of this RFP.
- Utilize State of Texas contracts, contracts awarded by other governmental agencies, or cooperative agreements in lieu of any offer received or award made as a result of this procurement solicitation, if it is in the best interest of GPISD, at GPISD's sole discretion, to do so.

## **2.7 Financial Responsibility**

GPISD assumes no financial responsibility for any costs incurred by Vendors in developing and submitting a proposal or any amendments or addenda, participating in pre-proposal meetings, participating in any negotiation sessions or discussions, or any other costs incurred by Vendors pursuant to this RFP.

## **2.8 Contracts Involving Federal Funds**

Because at the time of procurement, GPISD may be unable to determine the source of funds to be used for particular contracts, GPISD intends to competitively procure contracts as required by Section 44.031 of the Texas Education Code and intends to comply with the federal uniform guidance, 2 C.F.R. Part 200, for every procurement action for which federal funds may be used. If it is anticipated that GPISD will use federal funds exceeding the federal simplified acquisition threshold, GPISD will perform an independent estimate of the value of goods or services in the current market before receiving bids or proposals, and after GPISD receives bids and proposals, but before awarding a contract. GPISD will also conduct a price or cost analysis and document its findings.

## **2.9 General Corporate and Contact Information**

Vendor 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 Vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the Vendor's audited financial statements for the past two years (if available). A Vendor'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.

**2.10 Disqualification**

A Vendor may be disqualified before or after the proposals are unsealed, 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. A Vendor may also be disqualified before or after the proposals are opened in the event Vendor is out of compliance with an existing contract with GPISD.

**2.11 Environmental Initiatives**

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

**2.12 Interpretation**

This procurement 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.

**2.13 No Return of Proposals; Withdrawal of Responses**

Once submitted, GPISD will not return proposals to vendors. A proposal that has been submitted to GPISD may be withdrawn prior to the applicable Submittal Deadline and Proposal Opening Deadline. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Vendors should be aware that GPISD will retain a copy of all materials submitted, and the information will remain subject to the Texas Public Information Act.

**2.14 Non-Collusion Statement**

Vendors are required to certify a Non-Collusion Statement (See D. Vendor Certifications). Vendors are required to state the party submitting a proposal, that such proposal is genuine and not collusive or sham; that Vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal 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 Vendor, or to fix any overhead, profit or cost element of said proposal price, or of that of any other Vendor, or to secure any advantage against GPISD or any person interested in the proposed contract, and that all statements in said proposal are true.

**2.15 Open Records Policy**

GPISD is a governmental body subject to the Texas Public Information Act. Proposals submitted to GPISD as a result of this procurement solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a Vendor believes that its proposal, or parts of its proposal, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the proposal which it believes are exempt. In addition, the Vendor 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 Vendors.

**2.16 Preferences**

GPISD may apply applicable preferences for Texas resident Vendors in the event of a tie bid. Preferences must be explicitly claimed by Vendor 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.

**2.17 Similar Products**

Whenever a product or material is defined by GPISD in this procurement 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 product 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 of comparable quality, design and efficiency (as applicable).

#### **2.18 GPISD is Tax-Exempt**

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

#### **2.19 Conflict of Interest (Section 8.0 Attachments - CIQ Form)**

GPISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Vendors should complete the Conflict of Interest Form CIQ in Section 8.0 Attachments and submit the completed form with the proposal.

#### **2.20 Federal Conflict of Interest Requirements**

In accordance with federal requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of GPISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violations of this standard by an employee will be reported to the Superintendent’s Office and addressed through GPISD’s personnel policies. Violations of this standard by a trustee or the Superintendent shall be addressed to the Board President and addressed through GPISD Board policies.

#### **2.21 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. 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, independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between GPISD and Vendor. In the event GPISD allows another governmental entity to “piggyback” onto any contract resulting from this procurement solicitation, it is expressly understood that GPISD shall in no way be a party to any such separate, independent contract or otherwise liable for the obligations of the other governmental entity or the Vendor.

## **3.0 EVALUATION AND AWARD**

### **3.1 Award of Contract**

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible Vendor(s) whose proposal(s) is/are determined, after evaluation by the GPISD Purchasing Department, 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. Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth in this document.



### **3.2 Market Basket Analysis (applicable to USDA/TDA purchases only)**

GPISD reserves the right, in its sole discretion, to use a “Market Basket Analysis” method, as that term is defined by applicable USDA/TDA regulations and guidance. The Market Basket Analysis sample is established to represent 75% of the total estimated value of the contract to be awarded. The most recent velocity/sales report from GPISD’s current supplier(s) was used to project the balance of the year and adjusted for any estimated change in menu and participation for the following year. As a result, this list of [100] goods to be purchased under this procurement solicitation and any resulting contract includes the top [60] goods purchased by dollar volume representing the 75% threshold. Prices for the remaining [40] goods listed in the procurement solicitation should also be included, though they will not be part of the Market Basket Analysis. The Market Basket Analysis shall not be used for service or equipment contracts/procurement solicitations or for Fee-For-Service Processing contracts.

### **3.3 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 will not receive further award consideration.

### **3.4 Clarification and/or Discussions**

GPISD may request clarification from Vendor(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a Vendor the opportunity to revise, change, or modify its proposal in any way except to the extent of correction of the error. Discussion between GPISD and Vendor can also take place after the initial receipt of proposals. GPISD reserves the right to conduct discussions with all, some, or none of the Vendors submitting proposals. GPISD will not assist the Vendor in the revision or modification of its proposal, nor will GPISD assist the Vendor in bringing its proposal to the same level of other proposals received by GPISD. Negotiations or discussions, if any, will not consist of a back-and-forth exchange resulting in a contract, but rather will seek clarification or obtain equivalent elements.

### **3.5 No Guarantee of Quantities**

GPISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased under this RFP and the resulting contract, if any. GPISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this procurement solicitation. However, Vendors are expected to carry sufficient inventories to service the needs of GPISD and shall furnish all required goods and/or services to GPISD at the stated price, when and if required. GPISD makes every effort to be as accurate as possible when providing estimated quantities; however, quantities for purchases paid for with Child Nutrition funds are subject to change for various reasons, which include, but are not limited to the following: USDA commodity allocation(s), variations in student population, GPISD production item substitution(s), changes in consumer taste or expectations, pricing, and nutrition regulatory changes.

### **3.6 Formation of Contract (Section 8.0 Attachments - Execution of Offer)**

A proposal submitted in response to this RFP is an offer to contract with GPISD based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by GPISD after approval by the GPISD Board of Trustees. A contract is formed when GPISD’s Superintendent or designee signs the Execution of Offer contained in Section 8.0 Attachments. The Vendor must submit a signed Execution of Offer, thus eliminating the need for the formal signing of a separate contract.

### **3.7 Multiple Awards**

GPISD reserves the right to award contracts to multiple Vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with GPISD. GPISD may make multiple awards; this fact should be taken into consideration by each Vendor.

### **3.8 Non-Exclusive Contract**

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of GPISD. GPISD is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at GPISD's sole discretion.

### **3.9 Responsible Vendor**

GPISD may only award contracts to Responsible Vendor(s) who possess the ability to perform successfully under the terms and conditions of a proposed procurement contract. 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. When determining if a Vendor is responsible, GPISD will consider the proposer's integrity, compliance with public policy, record of past performance, and financial and technical resources.

### **3.10 Responsive Proposal**

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

### **3.11 Material Changes (applicable to USDA/TDA purchases only)**

In the event federal child nutrition funds are used, if a material change (as that term is defined by applicable USDA/TDA rules and regulations) to a contract entered into between GPISD and Vendor occurs, then the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, GPISD may issue a new procurement solicitation for the goods or services procured under the previously-existing contract. "Material change" for purposes of this Section 3.11 means a modification that substantially exceeds the terms of the original contract between GPISD and Vendor.

### **3.12 Product Recall**

If a product recall is instituted on an item that has been furnished and delivered to GPISD, Vendor must immediately notify the individual who signed the Purchase Order and [purchasing@galenaparkisd.com](mailto:purchasing@galenaparkisd.com) with all pertinent information regarding the recall.

### **3.13 Appeal/Protest Process**

Any Vendor who submitted a proposal may appeal GPISD's award, if the appeal is based on deviations from laws, rules, regulations, or GPISD Board policies. GPISD Board Policy GF (Local) applies to any Vendor wishing to appeal a proposal and/or award of a contract.

A Vendor shall submit a complaint/appeal form by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail to Attention: Communications Department, Public Information Officer, in accordance with Policy GF (Local). In the event Vendor is unsure about the award of the contract, it is the Vendor's responsibility to contact the GPISD Purchasing Department to verify details concerning the award.

### **3.14 Inspection & Acceptance**

Awarded Vendor(s) shall deliver the goods or services procured under this RFP to the GPISD Department issuing a Purchase Order. If delivery is not or cannot be made within the requested time period, the awarded Vendor must receive authorization from the issuing GPISD Department 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.

**3.15 Minority & Women’s Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) Participation**

GPISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. The Vendor shall also indicate on the submitted proposal whether or not the Vendor is a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal, and attach a copy of the certificate(s) under the Attachments section of the proposal.

When federal funds are expended by GPISD, Vendor is required to takes all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority, and women owned firms for any subcontracting opportunities, including:

- a) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**3.16 Evaluation of Proposals**

A committee selected by GPISD will review and evaluate all responsive proposals and make a recommendation for contract award to the GPISD Board of Trustees based on the following criteria, in accordance with Texas Education Code § 44.031:

<u>Evaluation Criteria</u>	<u>Weighted Value</u>
(1) Price	25
<ul style="list-style-type: none"> <li>● Overall cost of program</li> <li>● Pricing as determined by the proposal submitted</li> <li>● Pricing may also be based upon usage and coverage</li> </ul>	
(2) Vendor’s experience and reputation	15
<ul style="list-style-type: none"> <li>● Reputation of the Vendor’s goods and services</li> </ul>	
(3) Quality of Vendor’s products/services	15
(4) Extent to which the Vendor’s products/services meet GPISD’s needs:	15
<ul style="list-style-type: none"> <li>● Project Management</li> <li>● Infrastructure Solutions</li> <li>● Quality of Vendor’s Products/Service, including product guarantees</li> <li>● Demonstrated Ability to Perform</li> </ul>	
(5) Vendor’s past relationship with the District	10
(6) Impact on the ability of GPISD to comply with laws and rules relating to	0

## HUB/MWBE/SBE

- |     |  |    |
|-----|--|----|
| (7) | Total long term cost to the District to acquire the vendors good or services   | 10 |
| (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 District:<br>(a) has its principal place of business in this state; or<br>(b) employs at least 500 persons in this state <sup>1</sup> | 0  |
| (9) | Any other relevant factors specifically listed in the request for proposal   | 10 |

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<b>TOTAL POSSIBLE POINTS:</b>	<b><u>100</u></b>
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## 4.0 CONTRACT TERMS AND CONDITIONS

These Contract Terms and Conditions are part of the final contract in each product and/or service contract awarded as a result of this procurement solicitation and are part of the terms and conditions of each Purchase Order issued in connection with this procurement solicitation. Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED ON THE DEVIATION FORM CONTAINED IN SECTION 8.0 ATTACHMENTS OF THE RFP.** Proposals that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by GPISD and eliminated from further consideration by GPISD.

**AGREEMENT BETWEEN  
 GALENA PARK INDEPENDENT SCHOOL DISTRICT AND  
 (VENDOR)  
 FOR  
 RFP-MA 21-002 FUNDRAISING ITEMS**

This Agreement is entered into between Galena Park Independent School District (“GPISD”) and Vendor, having submitted a proposal in response to this procurement solicitation issued by GPISD and whose proposal has been accepted and awarded by GPISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GPISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

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<sup>1</sup> As a general rule, GPISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, GPISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

#### **4.1 Definitions**

The terms used in this Agreement shall have the meanings assigned to them in **Section 1.0 Notice of Intent** of the procurement solicitation.

#### **4.2 Agreement Terms; Amendment**

The terms and conditions of this Agreement shall govern all procurements and purchases conducted hereunder. No pre-published terms on Vendor's order acknowledgments, invoices, or other forms shall have any force or effect unless expressly agreed upon by GPISD and Vendor. No amendment of this Agreement shall be permitted unless and until first approved in writing by GPISD, and no such amendment shall have any effect unless and until a written amendment to this Agreement is executed by the GPISD Superintendent or her/his designee after any necessary approvals have been obtained from the GPISD Board of Trustees. In the event that a Vendor has an existing GPISD contract in the same contract title, upon award, the new, more recent contract will immediately supersede the older contract.

#### **4.3 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 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.

#### **4.4 Notification of Material Change**

Vendor is required to notify GPISD in writing 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.

#### **4.5 Buy American Act**

For any purchases funded with federal funds, GPISD will require that the Vendor certify to GPISD that Vendor is in compliance with all applicable provisions of the Buy American Act.

Pursuant to 7 C.F.R. Part 210.21(d), participants in the National School Lunch Program and the School Breakfast Program shall use the federal nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products. 7 C.F.R. Part 210.21(d) defines a "domestic commodity or product" as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

If applicable, GPISD requires Vendor to certify whether its products are "domestic commodities or products", as defined by 7 C.F.R. Part 210.21(d). Accordingly, Vendor agrees to provide certification of the domestic content of the parts, components, and other elements contained in the product, including specific information about the percentage of U.S. content from the supplier (i.e., manufacturer or distributor), as well as any other documentation required by GPISD to demonstrate that purchases are compliant with the Buy American provision.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved by GPISD, upon request. To be considered for an exception to the Buy American provision, Vendor must submit a good faith request for an exception, certifying that the Vendor reasonably believes that:

- a) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; and/or
- b) the costs of a U.S. product are significantly higher than the non-domestic product.

In the event Vendor or Vendor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, GPISD may decide not to purchase from Vendor.

Additionally, GPISD may require country of origin on all products and invoices submitted for payment by Vendor, and Vendor agrees to comply with any such requirements.

#### **4.6 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.

#### **4.7 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; anti-discrimination statutes and regulations (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 C.F.R. Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities); 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 Solid Waste Disposal Act (Section 6002 as amended by the Resource Conservation and Recovery Act for procuring solid waste management services in a manner that maximizes energy and resource recovery when contract amount is in excess of \$10,000); the Education Department General Administrative Regulations ("EDGAR") (2 C.F.R. Part 200); mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights, and those mandated by federal agencies making awards of federal funds to GPISD, including, without limitation, the U.S. Department of Agriculture and/or Texas Department of Agriculture. Vendor understands that Vendor is ineligible to receive a contract award with GPISD if Vendor or its principal(s) is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689). For the entire duration of this Agreement, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement. All permits will be acquired by Vendor and invoiced to GPISD at cost as part of the Purchase Order, unless the permits are provided by GPISD. For the entire duration of this Agreement, Vendor and all subcontractors shall also comply with all requirements pertaining to local, state, or federal health and safety certifications, licensing, or regulations. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in 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. Vendor is responsible for being acquainted with and complying with Texas's requirements. When required or requested by GPISD, Vendor shall furnish GPISD with satisfactory proof of Vendor's compliance with this provision.

#### **4.8 Confidentiality**

Vendor and GPISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and GPISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and personally identifiable student information and agree to abide by FERPA rules and regulations, as applicable. Vendor shall not require GPISD or any

GPISD parent or student to waive any rights under FERPA in connection with this Agreement. 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 respective 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 or GPISD 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.

#### **4.9 Agreement Term; Renewal of Agreement**

The initial term of this Agreement is for a period of one (1) year, with GPISD having the option to renew the Agreement for up to two (2) additional years in one (1) year increments, at GPISD's sole discretion, unless otherwise specified in **Section 5.0 Scope of Proposal**. Consequently, the total term of the Agreement may be for a period of **three (3) years**. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether an initial term or a renewal term.

#### **4.10 Criminal History Review (Section 8.0 Attachments–SB 9 Contractor Certification: Contractor Employees (Required) and Attachment–SB 9 Contractor Certification: Subcontractor Form (If Applicable) must be submitted with proposal, if applicable.**

Prior to commencing any work under the Agreement, if Vendor contracts with GPISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Tex. Educ. Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Tex. Educ. Code, Chapter 22 requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at GPISD school district locations; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students. Tex. Educ. Code §§ 22.0834(a-1), .08341. The criminal history record information review obligation applies only if Vendor contracts with GPISD to provide services; it does not apply to a contract for the purchase of goods, products or real estate.

#### **4.11 Customer Support**

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

#### **4.12 Entire Agreement**

The Agreement, the procurement solicitation issued by GPISD, the portion of Vendor's proposal submitted in response to GPISD's procurement solicitation that is satisfactory to GPISD, the attached and incorporated attachments, addendum, and/or exhibits, if any, contain the entire agreement

of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Agreement. In the event of a conflict between or among the foregoing documents, precedence shall be given as follows: (1) this Agreement; (2) the procurement solicitation issued by GPISD; and (3) the portion of Vendor's proposal submitted in response to GPISD's procurement solicitation that is satisfactory to GPISD. This Agreement supersedes any conflicting terms and conditions on any Purchase Order, 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.

#### **4.13 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.

#### **4.14 Force Majeure**

Neither GPISD nor 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 GPISD or Vendor's control. GPISD and Vendor 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 parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. GPISD and Vendor shall not have any claim for damages against any other party resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, GPISD shall have the option to terminate this Agreement. This Section shall not be interpreted as to limit or otherwise modify any of GPISD's contractual, legal, or equitable rights.

#### **4.15 Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement involving GPISD must be brought exclusively in the state and federal courts located in Galena Park, Harris County, Texas.

#### **4.16 GPISD Property**

In the event of loss, damage, or destruction of any GPISD property (or a third-party's property in GPISD's possession, custody, or control) that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify GPISD and pay to GPISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of GPISD's determination of the amount due. If Vendor fails to make timely



payment, GPISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by GPISD.

**4.17 Indemnification**

**VENDOR SHALL INDEMNIFY AND HOLD HARMLESS GPISD, INCLUDING GPISD'S TRUSTEES, OFFICERS, ADMINISTRATORS, EMPLOYEES, AND AGENTS, FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER. VENDOR'S OBLIGATIONS UNDER THIS CLAUSE SHALL SURVIVE ACCEPTANCE AND PAYMENT BY GPISD.**

**4.18 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.

**4.19 Invoices; Payments**

Vendor shall submit invoices directly to GPISD's Accounts Payable Department at the address indicated below. Each invoice shall include GPISD's Purchase Order number and the Agreement number. All invoices shall be itemized to include the type of product(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during GPISD's fiscal year in which the product(s) and/or service(s) are purchased. The shipment tracking number or pertinent information for verification of GPISD's receipt shall be made available upon request by GPISD.

Each invoice shall be itemized and submitted to:

GALENA PARK INDEPENDENT SCHOOL DISTRICT  
Attention: Accounts Payable  
14705 Woodforest Blvd  
Houston, TX 77015

GPISD will make payments directly to Vendor. Tex. Gov't. Code § 2251.021 shall govern when payments are due to the Vendor. Payments are due to Vendor by GPISD, whose governing body meets only once a month or less frequently, within forty-five (45) days after the later of the following: (1) the date GPISD receives the products and services under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date GPISD receives an invoice for the products or service. Vendor agrees to pay any subcontractors the appropriate share of the payment received from GPISD not later than the tenth (10th) day after the date the Vendor receives the payment from GPISD. The exceptions to payments made by GPISD and/or Vendor listed in Tex. Gov't. Code § 2251.002 shall apply to this Agreement.

**4.20 IRS W-9**

To receive payment under this Agreement, Vendor shall have a current IRS W-9 Form on file with GPISD.

**4.21 Multiple Contract Awards; Non-Exclusivity**

GPISD reserves the right to award multiple contracts under the procurement solicitation, including multiple contracts for each product/service category. Product/Service categories are established at the sole discretion of GPISD. Nothing in this Agreement may be construed to imply that

Vendor has 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.

#### **4.22 New Products**

New products that meet the specifications detailed in the procurement 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 the contract if: the replacing products are equal to or superior to the original products offered or discounted in a similar degree or to a greater degree and the products meet the requirements of the procurement solicitation. No products may be added to avoid competitive procurement procedures. GPISD may reject any proposed additions, without cause, in its sole discretion.

For USDA/TDA purchases only: During the Term of this Agreement, additional purchases not included in the original RFP list and resulting awarded contract may become necessary and benefit GPISD. Vendor and GPISD agree that the aggregate value of added purchases during each year of the Agreement (if renewed) shall not exceed 10% of the estimated total value of the Agreement. The total value of the Agreement must be agreed upon, and the dollar value listed in the Agreement and each renewal term of the Agreement (if any). For purposes of this Section, the total value of the Agreement includes all contracts awarded as a result of the procurement solicitation to all Vendors. For the initial Term of an Agreement awarded under this RFP, Vendor and GPISD agree that the total value of the Agreement shall be approximately \$ \_\_\_\_\_. Additions of new products may be included in the awarded Agreement list during the renewal of the Agreement through an amendment to the Agreement, and the total actual value of the Agreement adjusted accordingly. For each renewal term of the Agreement, the total actual value of the Agreement in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Agreement renewal term.

#### **4.23 No Substitution; Product Recall**

Any Purchase Order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and the procurement solicitation. Vendor shall not deliver substitutes without prior written authorization from GPISD.

If a product recall is instituted on any good that has been furnished and delivered to GPISD, Vendor must immediately (i.e., within 24 hours but preferably sooner) notify the GPISD purchasing agent by e-mail or in writing and must include all pertinent information relating to the recall. If Vendor is unable to contact the purchasing agent, Vendor must contact the Purchasing Director of GPISD. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment and acceptance of the goods.

#### **4.24 No Agency or Endorsements**

It is the intention of the parties to this Agreement that Vendor is independent of GPISD, is an independent contractor, and is not an employee, agent, joint venturer, or partner of GPISD. 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 has no power or authority to assume or create any obligation or responsibility on behalf of GPISD, and GPISD has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Agreement shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product. Vendor agrees that GPISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

**4.25 Non-Appropriation**

Renewal of this Agreement, if any, will be in accordance with Tex. Local Gov't. 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 or Purchase Order 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, at its sole discretion, that there are insufficient funds to extend this Agreement, or any Purchase Order. The parties agree that this Agreement and/or any Purchase Order are commitments of the current revenue of GPISD only.

**4.26 Notice**

Any notice provided under the terms of this Agreement by the parties to any 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 party at 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 mail, return receipt requested.

**4.27 Penalties**

If the Vendor is unable to provide the product(s) 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 or the procurement solicitation, GPISD may take the following action(s), in the sole discretion of GPISD, and Vendor agrees to comply with the chosen action(s):

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

**4.28 Performance**

Vendor agrees to use best efforts, but in no event less than commercially reasonable efforts, to provide the product(s) and/or service(s) subject to this Agreement. Vendor shall furnish all supervision, labor, tools, equipment, permits, licenses, transportation, insurance, material, and supplies necessary to complete any scope of work, Purchase Order under this Agreement. Vendor shall use skilled, trained personnel, who shall be supervised by Vendor.

**4.29 Performance and Payment Bonds**

Vendor agrees to provide performance bonds and/or payment bonds as required by law, based on the amount or estimated amount of any Purchase Order for a public work contract, which is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work. Tex. Gov't. Code § 2253.001(4). Pursuant to Tex. Gov't. Code § 2253.021, a performance bond is required if a Purchase Order is in excess of \$100,000 for governmental entities subject to Chapter 2253; a payment bond is required if a Purchase Order is in excess of \$25,000 governmental entities subject to Chapter 2253 and are not municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code, and a payment bond is required if a Purchase Order is in excess of \$50,000 for governmental entities subject to Chapter 2253 and are municipalities or a joint board created under Subchapter D, Chapter 22 of the Tex. Transp. Code. Additionally, Vendor shall provide all bonds, including bid guarantee, performance bond, and payment bond, as applicable under U.S. Department of Agriculture and/or Texas Department of Agriculture rules.

**4.30 Prevailing Wage Rates**

Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, Tex. Gov't. Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act. In the event Tex. Gov't. Code Chapter 2258 applies to a product or service provided by Vendor to GPISD, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by GPISD.

#### **4.31 Pricing Changes**

All prices and discount percentages in Vendor's proposal shall be firm for the Term of this Agreement. Pricing may be negotiated during the Agreement renewal period. In the event Vendor's prices will be adjusted or escalated upon a renewal (if any) of the fixed-price contract awarded pursuant to this RFP, Vendor must indicate such in its proposal. Any adjustment or escalation of the fixed price(s) will be based on the CPI index and may only be made at the time of contract renewal. Vendor agrees to promptly lower the proportionate price of any product purchased through this Agreement following a reduction in the price the Vendor is paying suppliers. 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 products 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; and
- manufacturers'/distributors' impact, if any.

All price decreases shall be allowed for all products and/or services.

#### **4.32 Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all product(s) and/or service(s) provided by the Vendor to GPISD under this Agreement. These records and accounts shall be retained by Vendor and made available for review and copying by GPISD for a period of not less than five (5) years from the date of completion of the service(s), receipt of product(s), the date of the receipt by GPISD of Vendor's final invoice or claim for payment in connection with this Agreement, or the date GPISD makes final payments and closes pending matters in connection with a federal grant, whichever is later; provided that, Vendor may be required to retain such records and accounts for a longer period as required by applicable law or grant/funding requirements. If an audit or a compliance review has been announced, the Vendor shall retain its records and accounts until such audit or compliance review has been completed.

When federal funds are expended by GPISD pursuant to this Agreement, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **4.33 Right to Review, Audit, and Inspect**

GPISD, any federal agency that has awarded federal funds/grant(s) to GPISD, and the Comptroller General of the United States, and/or any of their authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Agreement and inspect any project performed by the Vendor relating to this Agreement. Records subject to audit/review shall include, but are not limited to, all Purchase Orders resulting from this Agreement and records which may have a bearing on matters in connection with the Vendor's work for GPISD, and shall be open to inspection and subject to audit/review and/or reproduction by GPISD, and/or their authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- vendor’s compliance with this Agreement and the requirements of the procurement solicitation;
- compliance with procurement laws, policies, and procedures, including, without limitation, reviewing/comparing pricing on invoices for GPISD;
- compliance with provisions for computing billings GPISD; and/or
- any other matter related to this Agreement.

#### **4.34 Safety**

Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated or otherwise required by GPISD and by the Occupational Safety and Health Administration (“OSHA”). In case of conflict, the most stringent safety requirements shall govern. Vendor shall indemnify and hold GPISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor’s obligations under this provision

#### **4.35 Severability**

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

#### **4.36 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 Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

#### **4.37 Freight, Delivery, Inspection & Acceptance**

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery, Galena Park Independent School District, Galena Park, TX unless otherwise specified herein and shall be included in all pricing in Vendor’s proposal unless otherwise clearly stated in writing in Vendor’s proposal. Deliveries shall be made during GPISD’s Regular Hours.

Unless otherwise previously agreed upon, in writing, by GPISD, Vendor shall deliver ordered product(s) within seven (7) working days after Vendor’s receipt of a Purchase Order for available goods and within four (4) to six (6) weeks after Vendor’s receipt of a Purchase Order for special-order items. If delivery is not or cannot be made within this time period, Vendor must notify GPISD of the reasons why the product cannot be delivered within this timeframe and shall provide an estimated delivery date, if applicable. GPISD may cancel the order if the estimated delivery date is not acceptable to GPISD, in its sole discretion. Vendor must receive written authorization from GPISD for any delayed delivery.

If defective, incorrect, or otherwise nonconforming products are delivered, GPISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to GPISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

GPISD may request emergency delivery. Vendor must use their best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, GPISD may procure its needs from alternative sources without penalty.

#### **4.38 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. 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 monies due any such subcontractor except as may otherwise be required by law. Vendor represents and warrants that it is willing, able, and capable of obtaining, supervising, and being responsible for any subcontractors who perform and/or provide products and services related to this Agreement.

#### **4.39 Tax Exempt Status**

GPISD is a Texas governmental entity that is exempt from payment of Texas State Sales Taxes under Tex. Tax Code § 151.310 for the purchase of tangible personal property. GPISD's Tax Identification Number is 1-74-6001850. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. GPISD shall not be liable for any taxes resulting from this Agreement, except where otherwise required by law.

#### **4.40 State of Texas Franchise Tax**

By submitting a proposal in response to the procurement solicitation, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

#### **4.41 Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor is responsible for complying with the tax laws of states and the federal government. Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to Vendor's operation, 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.

#### **4.42 Termination of Agreement**

This Agreement shall remain in effect until (1) the Agreement expires by its terms, or (2) the Agreement is terminated by mutual consent of GPISD and Vendor.

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 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 for cause immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, this Agreement, and/or a Purchase 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 for convenience 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.

In the event that a material change to the terms of the Agreement occurs, then the Agreement shall be allowed to expire and shall not be renewed upon the conclusion of the Agreement's term. The phrase "material change" in this paragraph shall mean a modification that substantially exceeds the terms of the original contract between GPISD and Vendor. Upon the expiration of the Agreement's term, GPISD may issue a new procurement solicitation for the goods or services procured under the previous contract.

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.

#### **4.43 Title and Risk of Loss**

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

#### **4.44 Warranty Conditions**

All product(s) and/or service(s) provided by the 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 further warrants that any services or other work performed by Vendor or any subcontractor in connection with this Agreement will be performed using commercially reasonable skill and care, and be of a professional quality consistent with generally accepted industry standards and practices. Vendor warrants that all products 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 and Purchase Order. In addition, Vendor warrants that products 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, the procurement solicitation, or Purchase Order.

Vendor hereby transfers to GPISD, to the extent transferable, whatever warranties and indemnities Vendor receives from the manufacturer, producer, or other provider of any third-party products or services, including any transferable warranties and indemnities respecting infringement. Vendor agrees to take commercially reasonable action to assist GPISD in pursuing any available remedies under or otherwise enforcing any such warranties and indemnities.

#### **4.45 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.

#### **4.46 Insurance**

Vendor proposals shall include proof of insurance showing, at a minimum, the coverage listed below. Vendor shall not commence any portion of work under this Agreement until copies of certificates of insurance, naming GPISD as additional insured (as requested), name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number have been approved by GPISD and filed in the Purchasing Department. The insurance company insuring Vendor shall be licensed in the State of Texas, and shall be acceptable to GPISD. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below. 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 the Vendor. These requirements do not relieve, decrease, or otherwise establish limits of Vendor's liability. Upon request, certified copies of original insurance policies shall be furnished to GPISD.

Coverage shall include:

- Waiver of subrogation endorsement in favor of GPISD, and GPISD's officers, employees and agents.

- GPISD, as requested, shall be named as an “additional insured” on insurance policies.
- Thirty (30) day written notice of cancellation or material change endorsement in favor of GPISD, and GPISD’s officers, employees and agents.

GPISD reserves the right to require additional insurance should GPISD deem additional insurance necessary, in its sole discretion. The requirements set forth herein are minimum requirements, and Vendor shall make adjustments to insurance coverage and limits as reasonably prudent, based upon changes in statutory laws, court decisions, or potential increase in exposure to loss, in order for Vendor to maintain commercially reasonable, industry standard insurance coverage and limits sufficient to cover any Vendor risks, liabilities, or other obligations that may arise under this Agreement.

- Workers Compensation (with waiver of subrogation to GPISD) Employer’s Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements.
- 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, cratering 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.
- Automobile Liability Coverage: \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined.

#### **4.47 Change Orders**

Pursuant to Tex. Educ. Code § 44.0411(a), if a change in plans or specifications is necessary after the performance of a Purchase Order has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment, or supplies to be furnished, GPISD may approve change orders making the changes. The total Purchase Order price may not be increased because of the changes unless additional money for increased costs is approved for that purpose from available money or is provided for by the authorization of the issuance of time warrants. A Purchase Order with an original contract price of \$1 million or more may not be increased under Tex. Educ. Code § 44.0411(a) by more than 25 percent. If a change order for a Purchase Order with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, the total of the subsequent change orders may not increase the revised contract amount by more than 25 percent of the original contract price.

#### **4.48 Ordering Procedures**

Purchase Orders are issued by GPISD to the Vendor according to this Agreement. A Purchase Order will not be executed until GPISD wishes to purchase the specified product and/or services. The Purchase Order cannot be re-used. GPISD shall not be responsible or liable for any payment to the Vendor for any goods and/or services unless a Purchase Order is issued and signed by an appropriate and authorized individual from GPISD and delivered to the Vendor.

#### **4.49 Use by other governmental entities.**

Tex. Educ. Code Section 44.031(a)(4) and Tex. Gov’t Code Ch. 791 allows for government entities (i.e., state agencies, local governments and school districts) to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. GPISD may allow other governmental entities to “piggyback” onto any existing contract between GPISD and Vendor entered into pursuant to this procurement solicitation, including as contemplated in United States Department of Agriculture Memorandum SP35-2012, Procuring Services of Purchasing Cooperatives, Group Purchasing Organizations, Group Buying Organizations,



etc., June 12, 2012 (“SP 35-2012”). Should the “piggybacking” result in a material change to the Agreement for purposes of USDA/TDA purchases, GPISD will proceed under Section 3.11 of this procurement solicitation. Accordingly, other governmental entities 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. In the event GPISD allows another governmental entity to join, it is expressly understood that GPISD shall in no way be liable for the obligations of the purchasing governmental entity.

#### **4.50 No Third Party Beneficiaries.**

Nothing in the procurement solicitation or this Agreement shall be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) in connection with the procurement solicitation, this Agreement any matter contemplated hereby.

## **5.0 SCOPE OF PROPOSAL**

**5.1** It is the intent of this proposal to establish a contract for It is the intention of GPISD to establish one or more contracts to furnish and/or deliver Fundraising Items. Based on previous expenditures, GPISD anticipates purchases to be in excess of \$250,000 in a one (1) year aggregate.

**5.2** Vendors are encouraged to offer their total line of available products and services that are commonly purchased by governmental entities, school districts, and other public, not-for-profit agencies and organizations. 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.

**Awards will be made to the successful Vendor(s) for the total line of products and services submitted. Proposals can be made for any or all services and products described herein. The terms and conditions listed below apply to all categories and lots within the Fundraising Items. Each category and lot contains additional terms, conditions, and specifications. If there is a conflict between category or lot terms and conditions and those listed below, the category or lot terms and conditions shall take precedence.**

- 5.3** Vendor is required to ensure that the Purchase Order includes the following, as applicable:
- The contract number, lump sum price, start date, schedule, and notice to proceed. The schedule will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items.
  - The date for commencing services and/or delivery of products (“work”). Upon commencing work, the Vendor will proceed diligently toward contract completion. Any delay in the work beyond the Vendor’s control must be reported to GPISD’s authorized representative immediately.
  - Compensation for received products, terms of progress payments, and a schedule of payments. GPISD retains the right to extend the schedule of work/delivery time or to suspend the work and to direct the Vendor to resume work when appropriate. The Purchase Order must describe an equitable adjustment for added costs caused by any suspension. Any increases will be invoiced through GPISD as allowed in the Agreement or RFP.
  - A schedule for performance of work that can be met without planned overtime, which shall be Vendor’s responsibility.
  - Terms for acceptance by GPISD and title to work must be clearly agreed upon and

described. If any part of the work requires GPISD to assume control prior to the completion, this must be defined. Vendor and GPISD must agree on the definition of what constitutes final acceptance before payment of any retained compensation.

- 5.4** For each Purchase Order, the following shall apply:
- After the Purchase Order is signed, a copy of the Purchase Order shall be sent to GPISD’s Director of Purchasing.
  - Each individual Purchase Order may be limited to work at a single facility and will describe the Scope of Work to be performed. Descriptions may be written, by sketch, and/or by drawing and should include the location where work is to be performed, whether work may be performed during Regular Hours, the project completion time, and the price to be paid for the work.
  - The Vendor shall perform the scope of work within the project completion time and for the fixed price of the Purchase Order.
  - No work shall be performed until a written Purchase Order has been signed by the Vendor and GPISD. Any work performed under a Purchase Order before the Vendor’s receipt of the written Purchase Order is at the Vendor’s risk.
  - The Vendor is required to perform all work under a Purchase Order which has been issued and received before the expiration date of this Agreement. If the Purchase Order is not received by the Vendor before the expiration date of this Agreement, the Purchase Order will be considered cancelled. Purchase Orders sent in the last 30 days of a Term should be sent “Return Receipt Requested”. Any Purchase Order issued during the Term of the Agreement and not completed before the expiration date of the Agreement must be completed within the completion/delivery time stated in the Purchase Order, and the rights and obligations of the Vendor and GPISD with respect to the Purchase Order will be the same as if the Purchase Order were completed during the Term of the Agreement.
  - The Vendor may not refuse to perform any project requested by GPISD unless such project is unlawful.
  - GPISD also reserves the right not to issue a Purchase Order if in its best interest. The Vendor shall not recover any costs arising out of or related to the development of the Purchase Order.
- 5.5** Estimated annual expenditures, quantities:
- Based on previous expenditures GPISD estimates our annual spending to be approximately \$250,000. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUME. Any contract award resulting from this procurement solicitation may be accessed by GPISD on an “as needed” basis from a list of contracts that have been competitively bid and awarded with qualified, high- performance vendors based on the selection criteria set forth herein. GPISD makes no guarantees as to quantities and may purchase more or less than those stated in this procurement solicitation.

## **6.0 SPECIFICATIONS**

**6.1** It is the intention of GPISD to establish one or more contract(s) with highly qualified Vendor(s) for Fundraising Items. Vendor(s) shall, at the request of GPISD, provide these products and/or covered services under the terms of this RFP and the Agreement set forth in Section 4.0 Contract Terms and Conditions. Vendor shall assist GPISD with making a determination of its individual needs, as stated below.

**PERCENTAGE DISCOUNT FOR AWARDS AND INCENTIVES**

Please include E-catalogs, Manufacturer’s price list, website address, or indicate shelf price to which quoted discount applies. Vendors shall show their responses in the spaces provided below.

\*If no freight charges are indicated, your submission will be considered free freight. If no discount is listed, your submission will be considered 0% discount.

Title and Date of Catalog, Manufacturer's Price List, Website, or Shelf Price to which Quoted Discount applies	Percent (%) Discount	Freight Charges	Delivery after Receipt of Order	Minimum Order Amount	Exclusions

**HANDLING PROCEDURES FOR DEFECTIVE SUPPLIES:**

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**STATE YOUR RETURN POLICY (Restocking Fees, etc.):**

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**OTHER INCENTIVES (Specials, over stocked, etc):**

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**7.0 PRICING / DELIVERY INFORMATION**

**7.1 Pricing**

Vendors must provide pricing in the proposal, including any additional pricing examples and pricing discount schedules that need to be submitted to provide GPISD with a comprehensive pricing list. GPISD may request the Vendor to provide discounts or other adjustments, on a per-Purchase Order basis. If discounts or quantity prices are offered by the Vendor, the Vendor must also offer the same reductions in pricing for orders of similar size to GPISD. **Catalog/price lists must be included in the Vendor’s proposal if applicable.**

**7.2 Discounts provided on price lists and catalogs** – Detail the average discount provided by the Vendor on stated prices.

- 7.2.1** Provide discount schedules for all products Vendor intends to offer, shown either by category or code. Use a separate discount for any net items with description of these net items.
- 7.2.2** Provide labor notes for each category shown that Vendor is proposing. These notes must include Vendor's overhead, and profit. Provide Vendor's miscellaneous material markups. If Vendor does not provide this labor classification, mark "NA" (Not Available).
- 7.2.3** Provide a description on how Vendor intends to guarantee the performance of Vendor's labor, and what benchmark will be used to determine the labor hours for each project.
- 7.2.4** Indicate any list price adjustment Vendor intends on providing during the contract period and on what it is based. For example: CPI.
- 7.2.5** All pricing shall be flat fee and if federal child nutrition funds are used, may not be cost plus percentage of cost as defined by the Texas Department of Agriculture.

**7.3 Freight, Delivery, Inspection, & Acceptance**

All deliveries shall be Freight Prepaid, F.O.B. Destination, Full Freight Allowed, and Inside Delivery. Deliveries shall be made during GPISD Regular Hours.

The conforming product(s) shall be delivered within **ten (10) business days** of Vendor's receipt of a Purchase Order from GPISD. If delivery is not or cannot be made within this time period, Vendor must receive authorization from GPISD for the delayed delivery.

If defective or incorrect products are delivered, GPISD may make the determination, at its sole discretion, to return the products to Vendor at no cost to GPISD. Vendor agrees to pay all shipping and handling costs for any such return shipment. Vendor also shall be responsible for arranging the return of the defective or incorrect products.

GPISD may request emergency delivery. Vendor must use its best efforts to comply with rush or emergency delivery. However, if Vendor is unable to fulfill the emergency delivery request, GPISD may procure its needs from alternative sources without penalty.

## 8.0 ATTACHMENTS



**GALENA PARK ISD**

**RFP-MA 21-002 FUNDRAISING ITEMS**

*Please send completed forms along with an original copy of your RFP and one USB (flash drive) with copy to:*

*Galena Park ISD  
Purchasing Department  
14705 Woodforest Boulevard  
Houston, Texas 77015*

Name of Company Submitting Proposal: \_\_\_\_\_

**All documents in this attachment must be submitted.**

# TABLE OF CONTENTS

Items below are components which comprise this bid/proposal package. Vendors are asked to review the attachments package to be sure that all applicable parts are included. If any portion of the package is missing, please notify GPISD's Purchasing Department immediately.

**This attachment package must be completed, executed, and dated by the authorized bidder and must be submitted with your proposal.**

## **Attachments:**

- A. Response to Specifications/Pricing Sheet
- B. Vendor Description Information
- C. Vendor Questionnaire
- D. Vendor Certifications
- E. Antitrust Certification
- F. Felony Conviction Form
- G. SB9 Contractor Certification Form: Contractor Employees
- H. SB9 Contractor Certification Form: Subcontractor
- I. Cooperative Listing
- J. Deviation Form
- K. Certificate of Interested Parties – Form 1295
- L. Conflict of Interest Questionnaire
- M. IRS Form W-9
- N. Execution of Offer
- O. References
- P. Vendor Contact Information
- Q. Davis-Bacon Projects
- R. Prevailing Wages
- S. U. S. Wage and Hour Division Certified Payroll Form

## ***A. Specifications Pricing Sheet***

### **PERCENTAGE DISCOUNT FOR AWARDS AND INCENTIVES**

Please include E-catalogs, Manufacturer's price list, website address, or indicate shelf price to which quoted discount applies. Vendors shall show their responses in the spaces provided below. \*If no freight charges are indicated, your submission will be considered free freight. If no discount is listed, your submission will be considered 0% discount.

<b>Title and Date of Catalog, Manufacturer's Price List, Website, or Shelf Price to which Quoted Discount applies</b>	<b>Percent (%) Discount</b>	<b>Freight Charges</b>	<b>Delivery after Receipt of Order</b>	<b>Minimum Order Amount</b>	<b>Exclusions</b>

### **HANDLING PROCEDURES FOR DEFECTIVE SUPPLIES:**

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### **STATE YOUR RETURN POLICY (Restocking Fees, etc.):**

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### **OTHER INCENTIVES (Specials, over stocked, etc):**

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## B. VENDOR DESCRIPTION FORM

Legal Name of Vendor: \_\_\_\_\_

Data Universal Numbering System (DUNS) Number: \_\_\_\_\_

Type of Business/Description of Products and/or Services Provided: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person's E-mail Address: \_\_\_\_\_

1. Type of Business Entity:     Publicly Traded Corporation                       Partnership  
    Private Corporation     Sole Proprietorship  
    Limited Partnership     Not For Profit Entity

2. Number of full time employees: \_\_\_\_\_ Number of part time employees: \_\_\_\_\_

3. Number of years vendor has been in continuous operation: \_\_\_\_\_

4. Number of years vendor has been in business under its present business name: \_\_\_\_\_

5. Has vendor conducted business with the district under another name?     Yes     No

If yes, provide other name s : \_\_\_\_\_

6. Number of years doing business with GPISD: \_\_\_\_\_

7. Does vendor have a parent company or subsidiary that currently conducts or that has previously conducted business with the district?     Yes     No

If yes, name of parent company and/or subsidiary: \_\_\_\_\_

8. Do you have experience with other school districts?     Yes     No

If yes, names of school districts \_\_\_\_\_



9. Does vendor have any districts, principal shareholders or stockholders, officers, agents, salespeople or key employees who have been members of the GPISD Board of Trustees during the last 5 years?  Yes  No

If yes, name s and title s : \_\_\_\_\_

10. Does any officer, partner, district, sales representative and/or spouse work for GPISD?  Yes  No

11. Does vendor have any districts, principal shareholders or stockholders, officers, agents, salespeople or key employees who are district employees or who are members of a district employee's immediate family who either work or who may potentially work on this contract with the district?  Yes  No

If yes, name s and title s : \_\_\_\_\_

12. Names of authorized agents, including any person or entity authorized to 'act with' or 'act on your behalf,' such as consultants, sub-contractors, re-sellers, lobbyists, confidants, etc., whether compensated or not compensated:

\_\_\_\_\_

13. Has vendor including any district, principal shareholder or stockholder, officer, agent, salesperson, or employee been involved in past, pending, or present litigation involving the district or another governmental entity?

Yes  No

If yes, please provide the style and status of the case as well as the type of litigation:

\_\_\_\_\_

14. Name s of insurance companies:

\_\_\_\_\_

15. Check one of the following:

Vendor will provide goods and services with own work force

Vendor will purchase goods directly from the manufacturer or other supplier

16. Can vendor provide GPISD with periodic preformatted flat file updates of your catalog?  Yes  No

17. Does vendor have E-Commerce capability?  Yes  No

18. Does vendor have Punch-Out Catalogs in place today?  Yes  No

19. Does vendor have any internal Electronic Catalogs with any customers?  Yes  No

I attest that I have answered the above questions truthfully and to the best of my knowledge.

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Printed Name and Title

## C. VENDOR QUESTIONNAIRE

Please check ALL appropriate boxes below

### CERTIFICATION OF RESIDENCY

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

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

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

Company submitting bid is a resident bidder:  Yes  No

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

### 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.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)  Yes  No

Vendor certifies that this firm is a HUB (Required by some participating agencies)  Yes  No

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.

-----  
**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Vendor's Name/Company Name: \_\_\_\_\_

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

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

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

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

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

## **D. VENDOR CERTIFICATIONS**

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### **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS BOYCOTTING OF ISRAEL**

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If Contractor is a company with 10 or more full-time employees and for contracts with a value of \$100,000 or more, Contractor certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any the “Contractor Companies” , boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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### **CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION**

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**As per Section 231.006, Texas Family Code, as amended by Section 82 of H.B. 433, 74th Legislature, R.S. Acts 1995, 74th Leg., R.S., ch. 751), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which such a person is the sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services.

I further acknowledge that a child support obligor or business entity ineligible to receive payments described above shall continue to be ineligible until: 1) all arrearage have been paid; 2 the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or 3 the court of continuing jurisdiction over the child support order has granted the obligor an exemption.

In accordance with 231.006, the names and social security numbers of the individual identified in the contract, bid or application or the sole proprietor and each partner, shareholder, or owner with a minimum 25% ownership interest in the business entity identified therein are provided below:

_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number

Pursuant to Section 231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION REGARDING EMPLOYEMENT ASSISTANCE PROHIBITED**

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Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of GPISD or of any other school district in obtaining a new job if the Vendor knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. *See* GPISD Policy CJ Legal and (Local .

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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

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

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

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

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

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

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

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

**D** *[Applicable ONLY to prime construction contracts in excess of \$2,000 where federal funds are being used for the project]* **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination**

made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH  
FEDERAL FUNDS 2 CFR § 200.333**

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

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**CERTIFICAION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS,  
COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by GPISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended 42 U.S.C. 1857(h) , Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

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

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When federal funds are expended by GPISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 Pub. L. 94-163, 89 Stat. 871).

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

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**CERTIFICATION OF NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

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

Vendor's Name/Company Name: \_\_\_\_\_

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

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

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

Title of Authorized Representative: \_\_\_\_\_

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

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

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

## **E. 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 listed below;
2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this bid, neither I nor any representative of the Company have violated any federal anti-trust law; 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.

Vendor's Name/Company Name: \_\_\_\_\_

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

Bidder Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Company Official Authorizing RFP: \_\_\_\_\_

Printed Name of Company Official: \_\_\_\_\_

Official Position: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## **F. FELONY CONVICTION FORM**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection a , states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an District 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 the agreement 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.”

Subsection c states “this section does not apply to a publicly held corporation.”

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

Vendor’s Name/Company Name: \_\_\_\_\_

Authorized Official’s Name (Printed or Typed : \_\_\_\_\_

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection c .
- Vendor/Firm is not owned nor operated by anyone who has been convicted of a felony.
- Vendor/Firm is operated or owned by the following individual s who has/have been convicted of a felony:

Name of Individual s : \_\_\_\_\_

Detail of Conviction s : \_\_\_\_\_

*Attach additional pages if necessary.)*

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

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

## G. SB 9 CONTRACTOR CERTIFICATION: Contractor Employees

*(As applicable)*

**Background:** Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to GPISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

**Definitions:**

**Covered employees:** Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. GPISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Public Works Exception to Covered Employees:** Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: 1 the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; 2 the employee's duties will be completed more than seven 7 days before a new instructional facility will be used for instruction; or 3 for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six 6 feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

**Disqualifying criminal history:** 1 a conviction or other criminal history information designated by GPISD; 2 a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085 a , that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: a a felony offense under Title 5, Texas Penal Code; b an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c an offense under federal law or the laws of another state that is equivalent to a or b .

Subcontractor has entered into a contract with \_\_\_\_\_ "Vendor"), to provide services in connection with the contract between Galena Park Independent School District "GPISD" and Vendor. I, the authorized signatory for Subcontractor, certify to GPISD and Vendor that [check one]:

[ ] None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

[ ] Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- 1 Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2 If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify GPISD in writing within 3 business days.
- 3 Upon request, Subcontractor will provide GPISD with the name and any other requested information of covered employees so that GPISD may obtain criminal history record information on the covered employees.

If GPISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at GPISD locations.

I also certify to GPISD and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## H. SB 9 CONTRACTOR CERTIFICATION: Subcontractor

*(As applicable)*

**Background:** Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to GPISD and to the contractor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

**Definitions:**

**Covered employees:** Employees of a subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. GPISD will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Public Works Exception to Covered Employees:** Covered employees do not include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: 1 the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; 2 the employee's duties will be completed more than seven 7 days before a new instructional facility will be used for instruction; or 3 for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six 6 feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.

**Disqualifying criminal history:** 1 a conviction or other criminal history information designated by GPISD; 2 a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22.085 a , that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school: a a felony offense under Title 5, Texas Penal Code; b an offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c an offense under federal law or the laws of another state that is equivalent to a or b .

Subcontractor has entered into a contract with \_\_\_\_\_ "Vendor"), to provide services in connection with the contract between Galena Park Independent School District "GPISD" and Vendor. I, the authorized signatory for Subcontractor, certify to GPISD and Vendor that [check one]:

None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- 1 Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- 2 If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify GPISD in writing within 3 business days.
- 3 Upon request, Subcontractor will provide GPISD with the name and any other requested information of covered employees so that GPISD may obtain criminal history record information on the covered employees.

If GPISD objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at GPISD locations.

I also certify to GPISD and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Texas Education Code, Chapter 22. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# I. COOPERATIVES

Please list any cooperative contracts currently held by Vendor.

Cooperative Name	Contract Number	Contract Expiration Date
• HCDE (Choice Partners)		
• TASB (BuyBoard)		
• The Cooperative Purchasing Network (TCPN)		
• Houston Galveston Council of Governments Cooperative (H-GAC)		
• ESC Region 8 Cooperative (TIPS)		
• ESC Region 5 Cooperative		
• U.S. Communities		
• State of Texas (TXMAS)		
• Department of Information Resources (DIR)		
• GSA (Schedule 70 and 84 ONLY)		
• Purchasing Solutions Alliance (PSA)		
• National Joint Powers Alliance (NJPA)		
• 1Government Procurement Alliance		
• Allied States Cooperative (Region 19)		
• Central Texas Purchasing Alliance		
• Education Service Center Region 2 (GoodBuy)		
• Education Service Center Region 6 (Epic 6)		
• Education Service Center Region 11		
• Fort Worth Independent School District		
• Texas Association of Public School Property & Liability Fund (TAPS)		
• Texas Association of School Boards Energy Cooperative (TASB)		
• Texas Educational Employers Benefit Cooperative (TEEBC)		

## **J. 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.

<b>Company Name</b>	
<b>Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>
<b>Original Signature</b>	<b>Date</b>

## **K. GPISD CERTIFICATE OF INTERESTED PARTIES—FORM 1295**

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

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

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

*“Interested Party”* means a person who has a controlling interest in a business entity with whom GPISD contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).

*“Controlling interest”* means an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection c does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c) .

*“Intermediary”* means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who receives compensation from the business entity for the person’s participation; communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e) .

As a “business entity,” unless an exception applies, Vendors must:

1. Complete Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
  - a. All Vendors must complete Form 1295, even if no interested parties exist, unless Vendor is a publicly traded business entity or wholly owned subsidiary of the same, an electric utility or a gas utility.
  - b. In Section 2, insert “Galena Park Independent School District”
  - c. In Section 3, insert the GPISD RFP/RFQ # for this proposal
2. Print a copy of the completed form make sure that it has a computer-generated certification number in the “Office Use Only” box ;
3. Have an authorized agent of the business entity sign the form; and
4. Submit the completed, signed Form 1295 by attaching the form to your proposal.

GPISD must notify the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30<sup>th</sup> day after receipt by GPISD. After GPISD acknowledges the Form 1295, the Texas Ethics Commission is required to post the completed Form 1295 to its website within seven business days after receiving notice from GPISD.

## **L. GPISD CONFLICT OF INTEREST DISCLOSURE STATEMENT**

Galena Park Independent School District GPISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any Vendor who does business with GPISD or who seeks to do business with GPISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the Vendor has an employment or other business relationship with a local government officer of GPISD or a family member of the officer, as described by section 176.003(a 2) A of the Texas Local Government Code; or
- 2) If the Vendor has given a local government officer of GPISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: a a political contribution as defined by Title 15 of the Election Code; or (b a gift of food accepted as a guest; or
- 3) If the Vendor has a family relationship with a local government officer of GPISD.

**“Vendor”** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7)* .

**“Business relationship”** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; B a transaction conducted at a price and subject to terms available to the public; or C a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3)*.

**“Family relationship”** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001 2-a* .

**“Local government officer”** means: A a member of the governing body of a local governmental entity; B a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or C an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4)* .

- **GPISD Board of Trustees and Superintendent include:**

Ms. Wanda Heath Johnson	Mr. Herbert Alexander Sanchez
Mr. Jeff Miller	Mr. Ramon Garza
Mr. Noe Esparza	Ms. Norma Hernandez
Mrs. Adrian Stephens	Dr. John Moore, Superintendent

- **Current local government officers include, but are not limited to:**

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.**

In the event of changed circumstances, an updated CIQ must be filed within seven(7) business days after the Vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE SAMPLE FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

Date Received

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

Company/Independent Contractor's Name

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Enter "N/A" if there is no employment of business relationship

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No At least one box must be checked

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No At least one box must be checked

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

If a relationship exists, please describe it here

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Signature Date

Signature of vendor doing business with the governmental entity Date



**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

**Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# M. IRS FORM W-9

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## **N. EXECUTION OF OFFER**

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

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.

<b>CORPORATE NAME:</b>			
<b>AUTHORIZED SIGNATURE:</b>			
<b>PRINT NAME:</b>			
<b>TITLE:</b>			
<b>DATE:</b>			
<b>ADDRESS:</b>			
<b>CITY, STATE, ZIP CODE:</b>			
<b>PHONE:</b>		<b>FAX:</b>	
<b>EMAIL ADDRESS:</b>			
<b>WEBSITE URL</b>			

**This Section to be completed by GPISD:**

Contract Number: \_\_\_\_\_ Term of contract: \_\_\_\_\_

Authorized GPISD Representative: \_\_\_\_\_ Board Approval Date: \_\_\_\_\_

## O. REFERENCES

1. Company/School District: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

2. Company/School District: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

3. Company/School District: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

4. Company/School District: \_\_\_\_\_

Address: \_\_\_\_\_  
City State Zip

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

## P. VENDOR CONTACT INFORMATION

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

DBA (if applicable) : \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_  Social Security #  Federal Identification #

If individual, not a company : Date of Birth: \_\_\_\_\_ TDL/ID: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Website: \_\_\_\_\_

<b>SALES CONTACT</b>
Representative: _____
Email Address: _____

<b>ACCOUNTS RECEIVABLE CONTACT</b>
Representative: _____
Email Address: _____

<b>BID NOTIFICATION CONTACT</b>
Representative: _____
Email Address: _____

<b>PURCHASE ORDER CONTACT</b>
Representative: _____
Email Address: _____

*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 "endor 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.*

Please **identify** any Purchasing Cooperatives your company has been awarded and contract number:

Allied States	FWISD	Region 5	TEEBC
BuyBoard	HGAC	Region 11	TIPS/TAPS
Choice Partners	NJPA	TASBEC	TXMAS
DIR	PSA	TCPN Region 4	US Communities

List the category of product/services your company provides: \_\_\_\_\_

**Note: This is not a guarantee for purchase nor does this mean that you are a Board approved vendor.** The information you provide will be added to the Purchasing bid database and you will be notified of future bid opportunities. **Please return forms to:** [Purchasing@galenaparkisd.com](mailto:Purchasing@galenaparkisd.com) or FAX 832-386-1428.

<b>For GPISD Use Only:</b>			
<b>Requested by:</b> _____	<b>Campus/Location:</b> _____	<b>Phone #</b> _____	
<b>Vendor Number:</b> _____	<b>Date Received:</b> _____	<b>Entered/Approved:</b> _____	

## Q. DAVIS-BACON PROJECTS

Owner: Galena Park Independent School District

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

1. **PRIORITY OF ATTACHMENT.** The Parties agree that to the extent any provision in this Attachment conflicts with any other provision in the Contract Documents, the provisions herein shall control. The term “Contractor” as used herein shall refer to the prime contractor for the above Project.
2. **PREVAILING WAGE RATES.** As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, and Article 29, Section 5.5 of the Code of Federal Regulations The Davis-Bacon Act and related provisions , no employee used in this construction may be paid less than the minimum prevailing wage applicable to the Project, as set forth in **Section R** to this Attachment. The applicability of prevailing wages shall not be construed to prohibit payment to laborers of more than the rates identified.
3. **MINIMUM WAGES.** All laborers and mechanics employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project , will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act 29 CFR part 3) , the full amount of wages and bona fide fringe benefits or cash equivalents thereof due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof as **Section R** to this Attachment, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
  - a. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) 2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 3(c) of this Attachment; also, regular contributions made or costs incurred for more than a weekly period but not less often than quarterly under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a) 4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
  - b. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- b. If the Contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.
4. **WITHHOLDING.** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project , all or part of the wages required by the contract, the federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
5. **PAYROLLS, REPORTING AND RECORDS.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project . Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) 2) B of the Davis-Bacon Act , daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a 1 iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b) 2) B of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
6. **REPORTING.** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency, if the federal agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a 3) i , except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee e.g., the last four digits of the employee's social security number . The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site, and is attached hereto as **Section S** to this Attachment. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency, if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the any appropriate party, including the Wage and Hour Division of the Department of Labor, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or Owner .

- 7. STATEMENT OF COMPLIANCE.** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- a. That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 a 3) ii of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a 3) i of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - b. That each laborer or mechanic including each helper, apprentice, and trainee employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract;
  - d. The weekly submission of a properly executed certification set forth on the reverse side or second page of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by this Attachment;
  - e. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- 8. RECORD KEEPING.** The contractor or subcontractor shall make all records required under this Attachment available for inspection, copying, or transcription by authorized representatives of the Owner or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal Agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- 9. APPRENTICES AND TRAINEES.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency where appropriate to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates expressed in percentages of the journeyman's hourly rate specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different

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

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

**10. COMPLIANCE WITH COPELAND ACT REQUIREMENTS.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**11. SUBCONTRACTS.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a 1 through 10) and such other clauses as the Federal Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**12. TERMINATION UNDER THIS SECTION.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**13. COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Attachment.

**14. DISPUTES CONCERNING LABOR STANDARDS.** Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Attachment shall not be subject to the general disputes clause of the Contract Documents. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor or any of its subcontractors and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**15. CERTIFICATION OF ELIGIBILITY.** By entering into a contract with the Owner, the Contractor certifies that neither it nor he or she nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) 1 .

- a. No part of the Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) 1 .
- b. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. **OVERTIME REQUIREMENTS.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. **VIOLATIONS, LIABILITY AND LIQUIDATED DAMAGES.** In the event of any violation of the clause set forth in Section 16 of this Attachment, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory , for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this Section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subsection (a) of this Section.
- c. **WITHHOLDING.** Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subsection (b) of this Section 16.

**17. SUBCONTRACTS.** The Contractor or subcontractors shall insert in any subcontracts the clauses set forth in Section 16 of this Attachment and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Section 16 of this Attachment.

This Attachment is effective as of the date indicated on the Agreement between the Owner and the Contractor.

**OWNER:**  
**Galena Park Independent School District**

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title



## **R. PREVAILING WAGES**

General Decision Number: TX180303 01/12/2018 TX303

Superseded General Decision Number: TX20170303

State: Texas

Construction Type: Building

County: Harris County in Texas.

**BUILDING CONSTRUCTION PROJECTS** does not include single family homes or apartments up to and including 4 stories .

Note: Under Executive Order (EO 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour or the applicable wage rate listed on this wage determination, if it is higher for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a 2 - 60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

### **PREVAILING WAGE RATE SCHEDULE FOR GALENA PARK ISD**

Effective June 12, 2019

<b>CLASSIFICATION</b>	<b>HOURLY RATE</b>
Asbestos Worker	\$18.00
Bricklayers / Masons	\$18.98
Carpenters / Caseworker	\$18.90
Carpet Layer / Floor Installer	\$19.80
Concrete Finisher	\$13.90
Data Communications/Telecom Installer	\$22.58
Drywall / Ceiling Installer	\$16.40
Electrician	\$25.50
Elevator Mechanic	\$31.50
Fire Proofing Installer	\$19.17
Glazier	\$19.67
Heavy Equipment Operator	\$21.00
Insulator	\$14.90
Iron Worker	\$23.00
Laborer / Helper	\$11.75
Lather / Plasterer	\$18.60
Light Equipment Operator	\$13.25
Metal Building Assembler	\$16.33
Millwright	\$26.30
Painters / Wall Covering Installer	\$14.67
Pipefitter	\$25.17
Plumber	\$31.00
Roofers	\$15.10
Sheet Metal Worker	\$20.25
Sprinkler Fitter	\$20.61
Steel Erector	\$23.33
Terrazzo Worker	\$16.42
Tile Setter	\$15.30
Waterproofer / Caulker	\$14.90

## Prevailing Wage Rates Worker Classification Definition

Asbestos Worker	Worker who removes & disposes of asbestos materials.
Bricklayers / Masons	Craftsman who works with masonry products, stone, brick, block or any material substituting for those materials & accessories.
Carpenter / Caseworker	Worker who builds wood structures or structures of any material which has replaced wood. Includes rough & finish carpentry, hardware and trim.
Carpet Layer / Floor Installer	Worker who installs carpets and/or floor coverings-vinyl tile.
Concrete Finisher	Worker who floats, trowels and finishes concrete.
Data Communications / Telecom Installer	Worker who installs data/telephone & television cable and associated equipment and accessories.
Drywall / Ceiling Installer	Worker who installs metal framed walls & ceilings, drywall coverings, ceiling grids and ceilings.
Electrician	Skilled craftsman who installs or repairs electrical wiring & devices. Includes fire alarm systems.
Elevator Mechanic	Craftsman skilled in the installation & maintenance of elevators.
Fire Proofing Installer	Worker who sprays or applies fire proofing materials.
Glazier	Worker who installs glass, glazing and glass framing.
Heavy Equipment Operator	Includes, but not limited to, all Cat tractors, all derrick-powered, all power operated cranes, back-hoe, back-filler, power operated shovel, winch truck all trenching machines.
Insulator	Worker who applies, sprays or installs insulation.
Iron Worker	Skilled craftsman who erects structural steel framing & installs structural concrete rebar.
Laborer / Helper	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials & tools, hauling, digging, clean-up.
Lather / Plasterer	Worker who installs metal framing & lath. Worker who applies plaster to lathing and installs associated accessories.
Light Equipment Operator	Includes, but not limited to, air compressors, truck crane driver, flex plane, building elevator, form grader, concrete mixer (less than 14cf , conveyer.
Metal Building Assembler	Worker who assembles pre-made metal buildings.
Millwright	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts & align pumps.
Painter/Wall Covering Installer	Worker who prepares wall surfaces & applies paint and/or wall coverings, tape and bedding.
Pipefitter	Trained worker who installs piping systems, chilled water piping & hot water boiler piping, pneumatic tubing controls, chillers, boilers & associated mechanical equipment.
Plumber	Skilled craftsman who installs domestic hot & cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
Roofer	Worker who installs roofing materials, Bitumen (asphalt & coal tar felts, flashings, all types roofing membranes & associated products.
Sheet Metal Worker	Worker who installs sheet metal products. Roof metal, flashings & curbs, ductwork, mechanical equipment and associated metals.
Sprinkler Fitter	Worker who installs fire sprinkler systems & fire protection equipment.
Steel Erector	Worker who erects and dismantles structural steel frames of buildings and other structures.
Terrazzo Worker	Craftsman who places & finishes Terrazzo.
Tile Setter	Worker who prepares wall and/or floor surfaces & applies ceramic tiles to these surfaces.
Waterproofer / Caulker	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membrane, liquid membranes, sprayed, rolled or brushed.

