



RFP 23-012

Beverage Vending Services

Issue Date: 3/5/2023

Questions Deadline: 3/23/2023 10:00 AM (CT)

Response Deadline: 3/30/2023 10:00 AM (CT)

Purchasing

Contact Information

Contact: Buyer

Address: Galena Park ISD
14705 Woodforest Blvd.
Houston, TX 77015

Phone: (832) 386-1223

Fax: (832) 386-1428

Email: purchasing@galenaparkisd.com

Event Information

Number: RFP 23-012
Title: Beverage Vending Services
Type: Request for Proposal
Issue Date: 3/5/2023
Question Deadline: 3/23/2023 10:00 AM (CT)
Response Deadline: 3/30/2023 10:00 AM (CT)
Notes: Galena Park Independent School District (“GPISD” or “the “District”) is soliciting proposals for RFP 23-012 Beverage Vending Services. Details are more fully set out in the Request for Proposals (“RFP”). The submission deadline will be Thursday, March 30, 2023 @10:00AM CST at the GPISD Admin Building, Purchasing Department, located at 14705 Woodforest Blvd., Houston, TX 77015.

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

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

Ship To Information

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

Billing Information

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

Bid Activities

Advertisement 1	2/26/2023 10:00:00 AM (CT)
1st Advertisement	
Advertisement 2	3/5/2023 10:00:00 AM (CT)
2nd Advertisement	
Last day for Questions	3/23/2023 10:00:00 AM (CT)
Response to Questions Due	3/30/2023 10:00:00 AM (CT)
Award Date	5/8/2023 10:00:00 AM (CT)
Board Of Trustee Meeting Date	

Bid Attachments

W9.pdf

W9

[Download](#)

Conflict of Interest Form.pdf

Conflict of Interest Form

[Download](#)**Conflict of Interest Sample.pdf**

Conflict of Interest Sample

[Download](#)**Form 1295 Instructions.pdf**

Form 1295 Instructions

[Download](#)**Texas and Federal Certifications.pdf**

Texas and Federal Certifications

[Download](#)**Certification of Criminal History Record.pdf**

Certification of Criminal History Record

[Download](#)**Reference Form.pdf**

References

[Download](#)**2022-2023 Calendar.pdf**

2022-2023 District Calendar

[Download](#)**GPISD Map 2021-2022.pdf**

District Map

[Download](#)**Smart Snacks Exhibit A.pdf**

Exhibit "A"

[Download](#)**Davis Bacon Act.pdf**

Davis Bacon Act

[Download](#)**Prevailing Wage Rate.pdf**

Prevailing Wage Rate

[Download](#)**US Wage and Hour Division Certified Payroll Form.pdf**

US Wage and Hour Division Certified Payroll Form

[Download](#)**Requested Attachments**

W-9

(Attachment required)

Please complete and upload.

Conflict of Interest Form

(Attachment required)

Please complete and upload.

Form 1295 - Certificate of Interested Parties

(Attachment required)

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

Texas and Federal Certifications

(Attachment required)

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

Certification of Criminal History Record Information Review by Service Contractor

(Attachment required)

Please complete and upload if applicable.

Vendor Certifications

(Attachment required)

Please complete and upload.

Refernces

References

Refernces

References

Bid Attributes

1 Introduction

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

2 Submission Response

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

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

3 Communications Statement

Contact between vendors and Galena Park ISD personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact district personnel may result in disqualification. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the district will not respond to questions after this time and date. Response to questions will be posted in the ebid system and the District website. The vendors will be responsible for checking the website for any posted addenda.

4 Attachments Required

Be sure to upload all required documents and forms to the "Response Attachments" tab of this bid event.

5 Proposal Opening

Any proposal received later than the specified time, whether delivered in person or by any other method shall be disqualified. Any questions pertaining to the proposal procedures should be addressed to the Purchasing Department at purchasing@galenaparkisd.com. If the District office location where bids/proposals are to be submitted is closed due to inclement weather, natural disaster, or for any other cause including if the electronic bid system is unavailable on the due date, the deadline for submission shall be extended until the next District business day, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

6 PART 1.0 - NOTICE OF INTENTION

The Purchasing Department of Galena Park Independent School District (“GPISD” or the “District”) is conducting this procurement to establish a contract. The Initial Term of the prospective contract is a period of one (1) year. The District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to four (4) additional one-year terms (individually, a “Renewal Term”). The maximum duration of any contract resulting from this procurement is a total of five (5) years, running from the date of execution of the contract by the authorized representative of the District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the District (“Board”) in a duly called and posted meeting of the Board. This contract can be accessed 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. Proposers are requested to submit a proposal offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFP and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

7 PART 2.0 – PROPOSAL REQUIREMENTS

Please read carefully this entire proposal document and specifications. Complete all forms and submit your bid with all appropriate attachments.

2.1 Request for Proposals (RFP) Documents

GPISD Purchasing Department documents are made available online via the Purchasing Department’s public website (<https://www.galenaparkisd.com/Page/187>) to anyone who wishes to submit a proposal. However, it is the responsibility of the proposer submitting a proposal to make certain that the GPISD Purchasing Department has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

2.2 Tentative Time Table

GPISD anticipates following the timetable as presented in the Activities tab. The schedule is only an estimate and may vary.

2.3 Procurement Method

GPISD is utilizing the Request for Proposals (RFP) method of procurement in accordance with Texas Education Code Section 44.031(3) Purchasing Contracts, Request for Proposals for services other than construction services.

For information regarding the proposal process, contact the GPISD Purchasing Department Buyer at (832) 386-1223.

2.4 Requirements for Return of Proposal Responses

Respondents must submit proposals by the established deadline. Please refer to the “Instructions to Proposers” section to ensure that you submit all required information.

The GPISD eBid System does not accept responses after the due date and time. Please note that if you begin responding to the bid request and do not click “submit” by the time the RFP is scheduled to close, your bid will not have been submitted.

2.5 Pre-Proposal Conference

A pre-proposal conference will not be conducted for this solicitation.

2.6 Rights Reserved by GPISD and Restrictions on RFP Process

- a) GPISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposals.
- b) GPISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors or proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with GPISD. GPISD may make multiple awards, and this fact should be taken into consideration by each proposer.
- c) GPISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a proposal or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by proposers prior to award of a contract pursuant to this RFP.
- d) GPISD reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the District. GPISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's proposal or any parts thereof. GPISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the District. GPISD also reserves the right as sole judge of quality and equality.

2.7 Questions and Clarification

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

8 PART 3.0 – INSTRUCTIONS TO PROPOSERS

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

3.1 Compliance with Specifications

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

3.2 Required Proposal Format

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

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

3.3 General Corporate and Contact Information

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

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

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

3.4 References

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

3.5 Addendum

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

3.6 Disqualification

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

3.7 Environmental Initiatives

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

3.8 Interpretation

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

3.9 No Return of Proposals; Withdrawal of Proposals

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

3.10 Non-Collusion Statement

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

3.11 Open Records Policy

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

3.12 Preferences

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

3.13 Responsible Vendor

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

3.14 Responsive Proposal

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

3.15 Similar Products

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

3.16 GPISD is tax-exempt

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

3.17 Sole Source

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

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

Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly

Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment

Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

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

Please mail this information to:

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

9 PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Request for Proposals Defined

The intention of this Request for Proposals (RFP) is to solicit proposals for RFP 23-012 Beverage Vending Services. GPISD reserves the right to award non-exclusive contracts to one vendor or multiple vendors. The intent of this proposal is to provide Galena Park ISD with a **pool of awarded vendors** to obtain the best value for the

District. GPISD campuses and/or departments will be allowed to select a vendor from the pool of awarded vendors to provide a quote for service and/or products based on the RFP submission.

GPISD is utilizing the Request for Proposals (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals.

For information regarding the proposal process, contact the Purchasing Department at 832-386-1223 or by email at purchasing@galenaparkisd.com.

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

4.2 Scope of Services

GPISD is looking to obtain proposals from vendors that can provide Beverage Vending Services. 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.

4.2.1

The products involved include, but not limited to, carbonated and non-carbonated drinks, sports drinks, juices, isotonic drinks, and bottled water. The services to be provided will involve, but not be limited to, vending machines and concession stands to serve football, soccer, track, baseball; indoor concession stands to serve volleyball, basketball, power lifting, cheerleading and dance team competitions, and any other extra activities and any locations approved where concession services are needed.

It is the District's intent to enter into an Agreement with a single provider for beverage vending and dispensing services. The prospective firm is to propose a commission for "full service" and per case price for products offered under "wholesale". No separate agreements with campuses or Galena Park ISD departments or functions are permitted. In order to achieve this goal, the provider is requested to provide those goods and services outlined in this section. The provider is to supply, install and maintain drink vending and dispensing machines in locations within the District. The District will award vending and dispensing rights to the company providing the best overall proposal. Galena Park ISD reserves the right to reject any and all proposals.

Proposal shall include all schools in the District, Athletic Facilities, Concession Stands, Administrative Buildings, Transportation, and Maintenance/Warehouse Complexes as indicated in the specifications provided. The cafeteria food service operators shall not be required to purchase products but shall have the right to make competitive products for sale in the cafeteria lines on campus. The District shall ensure that the awarded vendor is given the opportunity to bid on the supply of products to the Custodial Department throughout the contract term. Galena Park ISD is a District with approximately 21,450 students and 3,217 employees and includes 15 elementary schools, 5 middle schools, 5 high schools, and various support facilities. New facilities will be added to this contract as they are completed.

4.2.2

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.

4.2.3 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.

4.2.4 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.

4.2.5 Estimated annual expenditures, quantities:

- Based on previous expenditures over the past 12 months for 2021-2022 GPISD estimates our annual spending to be approximately \$50,000. 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.

4.3 Specifications:

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

General Specifications:

• **Student Machines (all locations)** – Machines except water vending machines must have a variety of selections per machine. The selection of products and number of machines will be determined and agreed upon by principal/building designee. **All machines accessible by students must be equipped with timers, and be turned off from midnight to end of the school day. School day is defined as the period from the midnight before the beginning of the official instructional day to 30 minutes after the end of the official instructional day.**

- Teachers and Staff Lounge (all locations) and Administrative Building Machines- Vendor must be able to provide machines that offer a variety of selections per machine. The selection for products and number of machines will be determined and agreed upon by principal/building administrator.
- If the District urgently requires delivery of any quantity of an item or specific service before the delivery date under this contract, and if the vendor will not accept an order providing for the accelerated delivery, the District may acquire the urgently required product(s) from another source.
- District will be allowed to purchase vendor's brand of beverages from other sources, not exclusively through awarded vendor.
- Galena Park ISD reserves the right to negotiate price/delivery with successful offeror(s) for similar products specified in this RFP during the effective period of this contract.
- The District plans to award a vending contract for drinks. The prospective vendor is to propose a commission for "full service" and per case price for products offered under "wholesale." No separate agreements with campuses or Galena Park ISD departments or functions are permitted.
- The District desires and requires a "full service" program whereby the vendor will load machines and handle all monies generated.
- The District retains at its discretion any decision regarding vending prices for students or staff. Vendors are requested to propose vending prices for full service.
- The awarded vendor shall provide special event support equipment (i.e. trailers, dispensers) for activities as requested by principals or administrators.
- If awarded vendor requires branded equipment (i.e. coolers, cups, bottles, etc.) to be utilized exclusively at district events, awarded vendor must provide such equipment at no charge to the district.
- Advertising: The awarded vendor may advertise vendor's name and logo.
- Proposed programs must not conflict with U.S. Department of Agriculture's competitive food regulations for all items sold in competition with the National School Lunch and Breakfast Programs as well as current Galena Park ISD Board Policies pertaining to the cafeteria operations. The U.S. Department of Agriculture (USDA) aggressively enforces and monitors to ensure compliance. A copy of the USDA's **Smart Snacks is attached as Exhibit "A" in the attachments for your reference.** If the selected vendor is found to be at fault for a violation (i.e. placement of non-approved beverages in machines), said vendor shall reimburse the District for any lost revenue and provide a documented action plan to ensure the violation will not be repeated. Documentation of violation will be provided to vendor with request for reimbursement

Machine Specifications:

- Machines are to be in proper working order at all times.
- Machines must be equipped with dollar bill/dollar coin acceptors.
- All machines must make change and maintain adequate escrow.
- All machines must be equipped with internal counters to validate unit sales.
- All machines must be equipped with lockout timers to enable the schools to comply with the U.S. Department of Agriculture competitive food regulations. Any machines found not equipped with lockout timers will be identified to the vendor for immediate removal. Missing lockout timers could justify immediate cancellation of contract. **All machines accessible by students must be equipped with timers, and be turned off from midnight to end of the school day. The competitive Food Nutrition Standards do not apply to the afterschool programs, events, or activities except during the 30 minutes after the end of the official instructional day.**
- All machines must meet or exceed all safety requirements for federal, state, and local government.
- Machines are to be de-clamped and on wheels or glides.

Installation Specifications:

- All new buildings that are opened during the term of this agreement will be placed on this agreement.
- The successful vendor will be required to furnish all equipment necessary and install the machines at Galena Park ISD locations designated by the District at no expense to GPISD. **There are currently fifty-eight (58) vending machines** in GPISD schools, Athletic Buildings and departments but no guarantee is given that amount of machines are a set amount needed. This number is subject to change pending completion of new schools, if applicable.
- The awarded vendor will be responsible for all damages to school property caused by the equipment or vending personnel. The successful vendor will be responsible for placing and removal costs.

- The awarded vendor must agree to add additional vending machines of any type listed and/or types not listed, should the District deem it necessary or desirable during the life of the proposed agreement. The same percentage of commission will be paid as agreed in the proposed agreement on the same type machines, and the percentage of commission on other types of vending machines will be mutually agreed upon at the time such other machines are requested by the District.
- The District will give the successful bidder adequate notice of such new locations or other type machines in order that additional machines might be secured. The District makes no warranty regarding the number of additional locations, which may be authorized under the proposed agreement.
- The District reserves the right to install beverage machines in any location where the vendor will not agree to place a machine with any desired product by the District.
- The District will supply utility expenses and locations for installation of the machines, at no cost to the successful vendor.
- The vendor will pay all taxes and license fees necessary for the vending machine installation.
- If additional electrical is required, it will be the responsibility of the successful firm to work with GPISD staff to get the work performed. Work must meet all regulations.
- If awarded contract, Vendor must ensure that all vending machines be set in place no later than May 08, 2023, unless agreed upon by Galena Park ISD.

Location and Security Specifications:

- The vendor agrees to change machine locations upon consultation with the building administrator and agreement between the vendor and administrator as to the advisability of such changes.
- The District reserves the right to discontinue locations in the best interest of the District with the District being the sole judge in such cases. The reduction of locations will not impact the agreed upon commission percentage rate. Any machine that has been determined to be removed must be completed within five (5) business days of written notification.
- The vendor will be responsible for the security of the machines. No keys will be kept at the buildings.
- Vending machines will be placed in the designated locations at the sole risk of the vendor and the District will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other cause.

Service and Repair Specification:

- The vendor shall purchase all the merchandise to be vended and furnish his own storage facilities. Vendor shall be responsible for the payment of all his bills for vending merchandise, services, and employees without implicating the District in any manner, either directly or by inference.
- The awarded vendor will provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the Galena Park ISD's Business Services department.
- The vendor shall service the machine as many times as necessary to keep the vending machines properly supplied and in good working order.
- All vending machines will be kept free of all bugs, insects and contaminants by the awarded vendor. The vendor will fully reimburse all locations for any items found to be contaminated in any way.
- The vendor shall protect school property during the servicing of machines. The vendor shall have the right to enter upon school premises at all reasonable times when school facilities are normally open, for the purpose of servicing and inspecting said machines and for removal of such machines upon the termination of this agreement.
- The successful proposer agrees that during the term of this agreement he and his employees will wear distinctive uniforms that identify the Vendor and the employees by name. Vendor's employees are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on GPISD campuses that may be deemed offensive or unsafe by GPISD and complying with all District policies and procedures. At entry, the vendor's employee(s) must check in with the school or building front office to sign in as well as sign out when work is completed.
- The District reserves the right to require an inventory of merchandise upon the operator's entering and leaving the school campus or at any time the school feels the need for such an inventory.
- All machines must have change and have adequate escrow for the day's business. The successful firm will provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the GPISD Business Services Department.
- **Any vending machine or dispenser that has not been repaired or replaced within five (5) business days after work order submittal shall reimburse the campus \$20.00 per day.**
- The awarded vendor will be required to furnish all labor, machines, parts, etc., to maintain its vending machines in first-class operating condition at its expense.
- The machines will be kept clean, repaired, and neat in appearance at all times. The Vendor will maintain a program of regular preventative maintenance and replacement of worn, damaged, or malfunctioning machines. Should a problem occur, the successful vendor will make a reasonable attempt to fix the machine within one working

day of notification of the problem. GPISD requires that Vendor replace machines that cannot be returned to service within five business days of the service call. The replacement machines will be the same year, type and model or better than the machines replaced. Working hours are generally from Monday through Friday 7:00 a.m. until 4:00 p.m.

Product Quality Specifications:

- All items stocked in the vending machines must be fresh items. No “out of date” items will be accepted. The successful vendor will fully reimburse all locations for all items found to be out of date or of unsatisfactory quality.
- All items stocked in vending machines must conform to the U.S. Department of Agriculture’s competitive food regulations for all items sold in competition with the National School Lunch and Breakfast Programs.
- The selection of products will be determined and agreed upon by the Director of Student Nutrition in accordance with U.S. Department of Agriculture competitive food regulations. Items will be changed out, as necessary, with the enactment of any new ruling of the U.S. Department of Agriculture as they occur.

Additional Specifications:

- The locations of vending machines will be as specified by the building administrator.
- On each machine Vendor will place instructions on how to: (1) operate the machine, (2) report malfunctions, (3) comment on product quality, and (4) request refunds.
- All vending machines must have a meter. Monthly meter readings must be sent to the GPISD Business Services Department and each individual location reflecting the machines ID number, starting and ending meter readings on each machine and the dates the meters were read.
- A monthly statement is due within twenty (20) days of close of each accounting period. Statements must have machine and products specific information as well as, grouped by facility or building as needed by GPISD. The report must specify total sales, and the school’s percent of commission for each machine.
- Vendor must submit a copy of meter Report and Monthly Statement with revenue (commission) by the 20th of the following month.
- Commissions and payments must be paid to Galena Park ISD by the 20th of the month following meter-readings.
- A school calendar showing dates for beginning and ending of school and all holidays will be furnished to the vendor upon request.
- The awarded vendor(s) will be the prime vendor for all services. There shall be no subcontracting of any portion of the contracted services.
- Upon termination of this agreement, the successful vendor will remove their equipment from GPISD property with minimal damage to GPISD property within **45 days**. All commission due to the District must be current before any equipment is removed from the building premises.

Pricing and Refund Specifications:

- Price changes will be considered only at each yearly anniversary date of the contract and must be approved by GPISD before they can be implemented. The successful vendor may request a price increase by submitting a written request to the Purchasing Department no later than 90 days prior to the anniversary date of the contract. Price increases will be granted **ONLY** in the event and to the extent that documented evidence is presented indicating a change in the cost of the products offered.
- Galena Park ISD will not allow any decrease to the rate of commission throughout the term of the contract period.
- Galena Park ISD Student Nutrition Department may order products at defined pricing levels.
- The vendor will reimburse claims for refunds because of non-receipt of merchandise or spoilage, without question. Delivery person will routinely check with principal secretary or staff member to address problems, concerns, refunds, etc.

District Provisions Specifications:

The District is willing to provide the awarded vendor with the following:

- Product and logo identification on cups and dispensing equipment to be provided at no cost to the District.
- Beverage vending presence.
- Vending to include, but not limited to, all soft drinks, juice, sport drinks, isotonic drinks and water (except for School Nutrition Programs).

4.3.1 Proposal Response Specifications:

Proposals should include information outlined in this section.

1. Operations

- a) Describe how the firm plans to provide financial support to the District in exchange for vending and beverage pouring rights and for certain promotional opportunities, which is the primary goal of this RFP.
- b) Provide a plan of operation and marketing plan to achieve the objectives as set forth in this RFP.
- c) Provide information relating to the firm’s products and how the District would obtain them under the term of an

Agreement. Specific information should also be provided about the following:

- i. Procedures for obtaining products and equipment on a routine and emergency basis.
- ii. Delivery schedules for products and equipment; including standard and special sizes.
- d) Provide a plan for assisting the District with recycling efforts.

2. Firm Information, Personnel, References

- a) Provide a brief history of the firm and its experience with programs of this type.
- b) Provide information on those individuals assigned to work with the District including a description of their experience. Specifically, identify one service manager to handle the District's account including his/her name and qualifications.
- c) Provide a list of all the firm's contracts comparable to GPISD's size indicating the length of service of each account. The District may contact and/or visit any of these accounts.
- d) Provide a list of all clients lost within the last three years which includes:
 - i. A contact name and telephone number
 - ii. Length of service of the account
 - iii. Reason for the loss
- e) A copy of the firm's most recent audited financial statements.

3. Financial Proposal

- a) Provide the amount of fees to be paid to the District and the payment schedule. The firm should detail in its proposal the value it assigns to each of the rights listed under scope of Goods and Services to be provided by the Selected Provider and the District.
- b) All prices to be paid to the provider by the District for products specified.

4. Contractual Arrangements

- a) This RFP will be the contract and no other contract shall supersede this proposal.

5. Scope of Goods and Services

- a) Submit as outlined above.

4.3.2 Description

The quantities listed are an estimate based upon the previous year's purchases and is not intended as an exclusive list. The estimated annual quantities listed in this proposal should not be construed as a guarantee of either minimum or maximum quantities since purchasing is depend on actual need and available funding.

Proposer must submit proposal with any material required by any addenda to this proposal, by the time and date specified.

Proposers are expected to examine the specifications, standard terms and conditions, and all bidding instructions. Failure to do so will be at the bidder's risk. Proposals submitted on other than authorized forms or with different terms or provisions may not be considered as responsive proposals.

1 0 PART 5.0 – EVALUATION AND AWARD OF PROPOSALS

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

5.1 Evaluation Criteria

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

Evaluation Factors

Weighted Value

1. Price	
Overall cost of program	
Pricing as determined by the proposal submitted	30 Points
pricing may also be based upon usage and coverage	
2. Reputation of Vendor and of Vendor's goods and/or services	15 Points
3. Quality of Vendor's goods and/or services.	15 Points
4. Extent to which the goods and/or services meet GPISD's needs	
Project Management	

Infrastructure Solutions	25 Points
Quality of Vendor's Products/Service, including product guarantees	
Demonstrated Ability to Perform	
5. Vendor's past relationship with GPISD	5 Points
6. Impact on the ability of GPISD to comply with laws and rules relating to HUBs	0 Points
7. Total long-term cost to GPISD to acquire Vendor's goods and/or services	10 Points
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:	
(A) has its principal place of business in this state; or	
(B) employs at least 500 persons in this state	
9. Any other relevant factors specifically listed in the request for proposals	0 Points
TOTAL	100 Points

5.2 Awards

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

5.3 Competitive Range

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

5.4 Estimated Quantities

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

5.5 Inspection & Acceptance

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

5.6 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. Proposers shall indicate on their submitted proposals whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

5.7 Formation of Contract (Execution of Offer)

A response to this solicitation is an offer to contract with GPISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/proposal 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 either GPISD's Superintendent or Assistant Superintendent for Business Services signs the Execution of Offer form. The proposer must submit a signed Execution of Offer Form in the Response Attachment section of the GPISD eBid system, thus eliminating the need for the formal signing of a separate contract.

5.8 Non-Exclusive Contract

Any contract resulting from this solicitation 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 goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, at GPISD's sole discretion.

5.9 Pricing

GPISD requires that the pricing submitted in proposals be offered as a quantity one price. GPISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

1 PART 6.0 – FINANCIAL OFFER & QUESTIONNAIRE

1 Proposers must respond to all questions and identify all costs, fees, or charges for which GPISD may be billed under the "Attributes" and "Line Items" sections in the GPISD eBid System. Costs not indicated in proposals will not be paid. Proposers are to provide written documentation for any exceptions.

1 2 PART 7.0 – GENERAL TERMS AND CONDITIONS

The words "bids," "requests for proposals," "quotes," "RFPs," "solicitation," "procurement," and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, requests for proposals, quotes, competitive sealed proposals, and other procurement solicitations to which they are attached. The term "Vendor" means each awarded vendor chosen by GPISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/proposal forms issued in connection with this solicitation. Food and beverage items must meet requirements mandated by the United States Department of Agriculture (USDA) and/or the Texas Department of Agriculture (TDA). Any provision in the awarded contract that does not comply with the Administrator's Reference Manual (ARM) will be amended to conform.

Proposers are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE NOTED IN THE "SUPPLIER NOTES TO BUYER SECTION" OF THE EBID SYSTEM.** 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.

This Agreement is entered into between Galena Park Independent School District ("GPISD") and Vendor, having submitted a proposal in response to a 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:

7.1 Agreement Terms; Amendment

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

7.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of GPISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of GPISD. Vendor is required to notify GPISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change

of ownership, and the like, within three (3) business days of such change.

7.3 Buy America Act

GPISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

7.4 Captions

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

7.5 Catalog Discounts

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

7.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O'Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"), mandatory standards and policies contained in the state energy conservation plan issued in 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. Vendor understands that Vendor is ineligible to receive a contract award with GPISD if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 231.006). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the GPISD's Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by GPISD, Vendor shall furnish GPISD with satisfactory proof of Vendor's compliance with this provision.

7.7 Confidentiality

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

7.8 Contract Term

The initial term of the Agreement is for a period of one (1) year, with GPISD having the option to renew the Agreement for four (4) additional years in one (1) year increments. Consequently, the total term of the Agreement may be for a period of five (5) years. The phrase "Term" in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

7.9 Criminal History Review

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

7.10 Customer Reference List

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

7.11 Customer support

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

7.12 Entire Agreement

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

7.13 Equal Opportunity

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

7.14 Force Majeure

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

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

7.15 Governing Law and Venue

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

7.16 GPISD Property

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

7.17 Indemnification

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

7.18 Insurance

Vendor is required to provide GPISD with copies of certificates of insurance, naming GPISD as an additional insured, for Texas Workman's Compensation and General Liability Insurance. Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy, and policy number shall be delivered to GPISD prior to commencement of any work under this Agreement. The insurance company insuring Vendor shall be licensed in the State of Texas and shall be acceptable to GPISD. Vendor shall give GPISD a minimum of ten (10) days' notice prior to any modifications or cancellation of said policies of insurance. Vendor shall require all subcontractors performing any work under or relating to this Agreement to maintain coverage as specified below.

Minimum Insurance Requirements:

- Vendor shall, at all times during the Term of this Agreement, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of Vendor. These requirements do not establish limits of Vendor's liability.
- All policies of insurance shall waive all rights of subrogation against GPISD, its officers, employees, and agents.
- Upon request, certified copies of original insurance policies shall be furnished to GPISD.

- GPISD shall be named as an “additional insured” on all insurance policies.
- GPISD reserves the right to require additional insurance should GPISD deem additional insurance necessary, in GPISD’s sole discretion.

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

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

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

C. Automobile Liability Coverage

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

7.19 Interpretation

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

7.20 Invoices; Payments

Invoices shall be directed to GPISD’s Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during GPISD’s fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date GPISD receives the goods 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 goods or service. Vendor agrees to pay any subcontractors, if any, the appropriate share of the payment received from GPISD not later than the tenth (10th) day after the date Vendor receives the payment from GPISD. The exceptions to payments made by GPISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

7.21 IRS W-9

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with GPISD.

7.22 Multiple Contract Awards; Non-Exclusivity

GPISD reserves the right to award multiple contracts for each commodity category. Commodity 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.

7.23 New Products

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

7.24 No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by GPISD, Vendor will not deliver

substitutes without prior authorization from GPISD.

7.25 No Agency or Endorsements

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

7.26 Non-Appropriation Clause

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

7.27 Notice

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

7.28 Penalties

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

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

7.29 Performance

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

7.30 Performance and Payment Bonds

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

7.31 Prevailing Wage Rates

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

7.32 Prices

All prices in Vendor's proposal shall be firm for the Term of the Agreement. All price changes shall be presented to

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

7.33 Quantities

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

7.34 Records Retention

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

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

7.35 Right to Audit

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

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

7.36 Safety

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by GPISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all other safety guidelines and standards as required by GPISD. 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.

7.37 Severability

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

7.38 Shipments

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

7.39 Subcontractors

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

7.40 Taxes

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

1 3 PART 7.0 – GENERAL TERMS AND CONDITIONS (continued)

7.41 Tax Responsibilities of Vendor and Indemnification for Taxes

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

7.42 Termination of Contract

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement 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 and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of GPISD. GPISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. GPISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if GPISD believes, in its sole discretion, that it is in the best interest of GPISD to do so. Vendor agrees that GPISD shall not be liable for damages in the event that GPISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

7.43 Title and Risk of Loss

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

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

7.44 Waiver

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

7.45 Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of GPISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods

and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by GPISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

7.46 Website Support

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

7.47 Workforce

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

1 4 Conflict of Interest Questionnaire

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. Instructions on filling this form can be found in the attachments tab.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-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.

Local government officers:

Board of Trustees & Superintendent of Schools

Name	Position
Adrian Stephens	President
Noe Esparza	Vice President
Norma Hernandez	Secretary
Wanda Heath Johnson	Board Trustee
Ramon Garza	Board Trustee
Herbert Alexander Sanchez	Board Trustee
Linda Clark Sherrard	Board Trustee
Dr. John C. Moore	Superintendent of Schools

Does this vendor have a conflict of interest with Galena Park Independent School District?

Yes No

(Required: Check only one)

1
5 If YES, please elaborate.

(Optional: Maximum 1000 characters allowed)

1
6 **Form 1295 - Certificate of Interested Parties**

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

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

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

Please note the following:

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

Box 3: Please use **RFP 23-012(Beverage Vending Services)** as the identification number and **Beverage Vending Services** as the description of goods or services.

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

Yes No

(Required: Check only one)

1
7 **Felony Conviction Notice**

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Is your firm owned or operated by anyone who has been convicted of a felony?

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

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

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

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

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

C Is owned/operated by anyone convicted of felony

(Required: Check only one)

1
8

Felony Conviction Details

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

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

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

(Required: Maximum 4000 characters allowed)

1
9

CERTIFICATION OF RESIDENCY

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

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

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

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

(Required: Check only one)

2
0

CERTIFICATION OF RESIDENCY

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

(Required: Maximum 25 characters allowed)

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

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

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

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

(Required: Check all that apply)

**2
2** **DEVIATION FORM**

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

(Required: Maximum 500 characters allowed)

**2
3** **Antitrust Certification Statement**

Tex. Government Code 2155.005

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

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

- Agree Do Not Agree

(Required: Check only one)

**2
4** **Non-Collusion Certification Statement**

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

- Agree Do Not Agree

(Required: Check only one)

25 Purchasing Cooperative

Has your company been awarded a purchasing cooperative contract? If yes, please list the names of the Cooperatives and the contract numbers you have with each. If none, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

26 References

REFERENCES

27 How many years has your company been in business?

(Required: Numbers only)

28 References

List multiple references and prior experience; preferably with other school districts or governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed. Please list the following information for each school district:

29 Additional References

Additional References

Additional reference information can be submitted as document. The document can be uploaded to the "Response Attachments" tab within the bid event.

Be sure to include the following information:

- Reference Contact Name
- Reference contact's school district/business
- Reference address (street, city, state, zip)
- Reference phone number
- Reference email address
- Description of services performed and completion date

30 General Corporate and Contact Information

General Corporate and Contact Information

31 Provide the company's official registered name and its principals.

(Required: Maximum 1000 characters allowed)

3 2	<p>Provide a brief history of the company, including the year it was established.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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3 3	<p>Financial Information</p> <p>Proposer agrees to provide GPISD with the following financial information if requested by GPISD at any point during the procurement process, including before or after contract award: If public, the proposer's income statement, balance sheet, and cash flow for the past three (3) years; if private, the proposer's audited financial statements for the past two years (if available). A proposer's failure to provide this financial information may impact the GPISD Administration's recommendation to the GPISD Board of Trustees for the award of the contract.</p> <p><input type="checkbox"/> I have read and agree <i>(Required: Check if applicable)</i></p>
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3 4	<p>BID SPECIFIC INFORMATION</p> <p>Insert Bid Specific Details here and Delete this Attribute</p>
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3 5	<p>EXECUTION OF OFFER</p> <ol style="list-style-type: none"> 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. <p>The undersigned Vendor has carefully examined all instructions, requirements, specifications, terms and conditions of this RFP and the Agreement and certifies all the above.</p> <p><input type="checkbox"/> I HAVE READ, UNDERSTAND AND AGREE <i>(Required: Check if applicable)</i></p>
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Bid Lines

1	Vending
----------	----------------

2 Package Header

Soft Drinks

Total: \$

Item Notes: Pricing for the following items

Package Items

2.1 12 Oz. Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.2 12 Oz. Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.3 12 Oz. Diet Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.4 12 Oz. Diet Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.5 20 Oz. Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.6 20 Oz. Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.7 20 Oz. Diet Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.8 20 Oz. Diet Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3 Package Header

Juice

Total: \$

Package Items

3.1 12 Oz. Juice Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3.2 12 Oz. Juice Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 Package Header

Water

Total: \$

Package Items

4.1 16 Oz. Water Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4.2 16 Oz. Water Can (Not flavored)

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4.3 20 Oz. Water Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4.4 20 Oz. Water Can (Not flavored)

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

5 Package Header

Sport Drink

Total: \$

Package Items

5.1 12 Oz. Sport Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

5.2 12 Oz. Sport Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

5.3 20 Oz. Sport Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

5.4 20 Oz. Sport Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6 Package Header

Protein Drink

Total: \$

Package Items

6.1 12 Oz. Protein Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.2 12 Oz. Protein Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.3 20 Oz. Protein Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6.4 20 Oz. Protein Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

7 Package Header

Other

Total: \$

Package Items

7.1 List

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

8 Concession/Student Nutrition

9 Package Header

Soft Drinks

Total: \$

Item Notes: Pricing for the following items

Package Items

9.1 12 Oz. Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.2 12 Oz. Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.3 12 Oz. Diet Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.4 12 Oz. Diet Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.5 20 Oz. Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.6 20 Oz. Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.7 20 Oz. Diet Soft Drink Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

9.8 20 Oz. Diet Soft Drink Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

**1
0**

Package Header

Juice

Total: \$

Package Items

10.1 12 Oz. Juice Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

10.2 12 Oz. Juice Can

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

**1
1**

Package Header

Water

Total: \$

Package Items

11.1 16 Oz. Water Bottle

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11.2 16 Oz. Water Can (Not flavored)
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11.3 20 Oz. Water Bottle
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11.4 20 Oz. Water Can (Not flavored)
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1 Package Header

Sport Drink

Total: \$

Package Items

12.1 12 Oz. Sport Drink Bottle
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

12.2 12 Oz. Sport Drink Can
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

12.3 20 Oz. Sport Drink Bottle
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

12.4 20 Oz. Sport Drink Can
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1 3 Package Header

Protein Drink

Total: \$

Package Items

13.1 12 Oz. Protein Drink Bottle
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

13.2 12 Oz. Protein Drink Can
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

13.3 20 Oz. Protein Drink Bottle
(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

13.4 20 Oz. Protein Drink Can
(Response required)

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

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1 Package Header

Other

Total: \$

Package Items

14.1 List
(Response required)

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

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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								
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	-							

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶
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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.

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.

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

SAMPLE 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.

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

Signature of vendor doing business with the governmental entity

Date

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.

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.

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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 Districtship 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
 - 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 30th 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

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

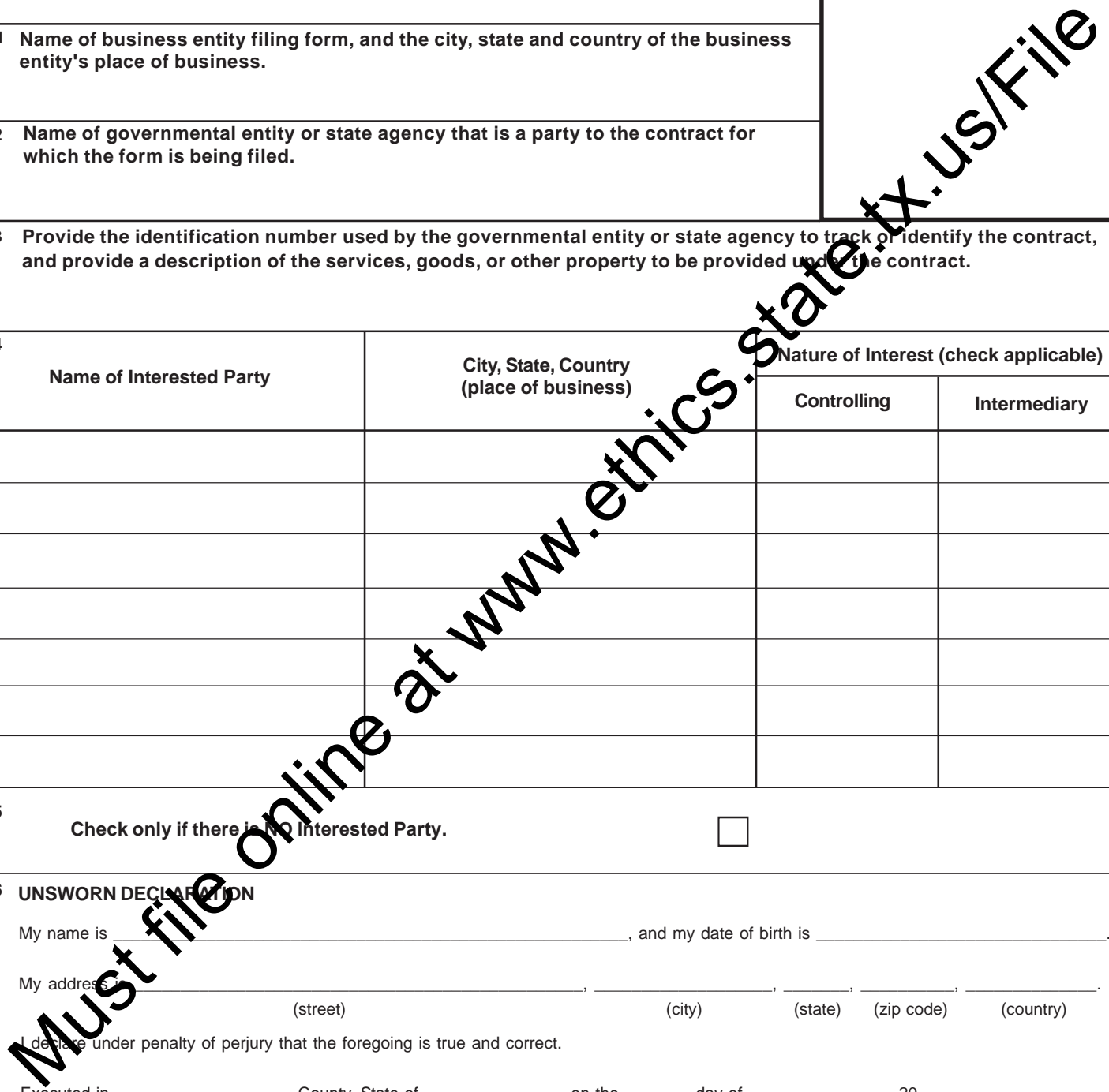
My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



CERTIFICATION FORMS AS OF NOVEMBER 2021

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

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS & BOYCOTTING OF ISRAEL

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

VERIFICATION REGARDING CONTRACTS WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor hereby verifies that it does not, and will not for the duration of the contract, boycott energy companies. "Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A). *[Verification does not apply to a vendor that employs less than 10 full-time employees; AND the value of the contract is less than \$100,000 – Note that the term "company" does not include a sole proprietorship.]*

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

If Vendor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Vendor hereby verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. *[Verification does not apply to a vendor that employs less than 10 full-time employees; AND the value of the contract is less than \$100,000 – Note that the term "company" does not include a sole proprietorship.]*

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

(A) *[Applicable ONLY to contracts in excess of \$250,000.]* Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition 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 affected 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.

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

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

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

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

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

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

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

- a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor further certifies that it will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

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

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

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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

Section 1	<p>Vendor (Name): _____</p> <p>Contract Dates: _____ Drivers License Number: _____ Date of Birth: _____</p> <p>_____ Will employees, including you have continuing duties related to the proposal or contract named above or any other services performed at GPISD?</p> <p>Until further guidance is received, GPISD considers “continuing duties” to mean repetitive work duties rather than a onetime appearance or engagement.</p> <p>_____ Will those employees, including yourself, have direct contact with students?</p> <p>Direct contact with students is contact that results from activities that provide substantial opportunity for verbal or physical interaction with students and that is not supervised by a certified educator or other professional district employee. Examples include unsupervised coaching, tutoring, or other services to students. 19 Tex. Admin. Code § 153.1101(7).</p> <p style="text-align: center;">If either question is answered “no” vendor should complete section 2 of this form.</p> <p style="text-align: center;">If answer to both questions is “yes” vendor should complete section 3 of this form.</p>
Section 2	<p>I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campuses and must follow school district and campus policies related to visitors on school campuses.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of Vendor Print Name Date </p>
Section 3	<p>As a result of revised DPS procedures related to access to national criminal history record information, only NCPA qualified school district contractors have access to national criminal history record information. Accordingly, non-NCPA qualified contractors must cooperate with the school district in facilitating criminal history reviews when the school performs the DPS FACT Clearinghouse review of criminal history record information in place of the school contractor. Accordingly, contractors must certify one of the following, depending on whether contractor is NCPA-qualified.</p> <p>_____ NCPA Qualified: The undersigned certifies that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a GPISD campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed.</p> <p style="text-align: center;">OR</p> <p>_____ Non-NCPA Qualified: The undersigned certifies that I have ensured that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a GPISD campus and who also have direct contact with students have cooperated with GPISD in submitting all information necessary for GPISD to utilize its LEE Fast Pass procedure to perform the required criminal history background check or national criminal history record information review which may include fingerprints and photographs.</p> <p>_____</p> <p style="display: flex; justify-content: space-between;"> Signature of Vendor Print Name Date </p>

DAVIS-BACON PROJECTS

1. **PRIORITY OF ATTACHMENT.** The Parties agree that to the extent any provision in this Attachment conflicts with any other provision in the Contract Documents, the provisions herein shall control. The term "Contractor" as used herein shall refer to the prime contractor for the above Project.
2. **PREVAILING WAGE RATES.** As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, and Article 29, Section 5.5 of the Code of Federal Regulations (The Davis- 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.
 - c. 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 ISD

CONTRACTOR:

Signature: _____

Signature: _____

Print: _____

Print: _____

Title: _____

Title: _____

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$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

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and 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 COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING 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-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf, conveyers.
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, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS																		
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION								PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
				HOURS	MON	TUE	WED	THU	FRI	SAT				SUN	FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS				
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Overview of the USDA Smart Snacks Rule

Guidance for School Nutrition Professionals

Definitions

Competitive food

All food and beverages sold to students on the school campus during the school day, other than those meals reimbursable under the National School Lunch Program and the School Breakfast Program.

School campus

All areas of the property under the jurisdiction of the school that is accessible to students during the school day

School day

The period from midnight before to 30 minutes after the end of the official school day

A La Carte

Menu items sold individually and, therefore, not part of the school nutrition program's reimbursable meals

The Healthy, Hunger-Free Kids Act required the USDA to establish nutrition standards for competitive foods sold in schools. USDA's interim final rule "Nutrition Standards for All Foods Sold in School," is **effective July 1, 2014**. These science-based nutrition standards promote a healthy school environment and apply to all foods and beverages sold outside of the reimbursable school nutrition program meals, such as:

- A la carte cafeteria sales
- School stores
- Snack bars
- Vending machines
- Fundraisers

HOW WILL THIS IMPACT MY SCHOOL?

School Nutrition Program Revenue

This rule may impact school nutrition program revenue, depending on each school's current competitive food product selection and sales. A la carte items served as either an entrée or snack/side dish must meet the Smart Snacks standards, with the exception of NSLP/SBP entrée items that are sold a la carte the day of service or the day after service.

Beverages

Allowable beverages for all grades include plain water, low-fat (1%) milk (unflavored), nonfat milk (flavored and unflavored) and 100% fruit and/or vegetable juice. Although federal regulations allow high schools the additional flexibility to sell other flavored and/or carbonated diet and low-calorie beverages, including those that contain caffeine, the Texas Public School Nutrition Policy does not currently allow carbonated beverages of any kind. New state level guidance is forthcoming that will provide additional guidance.

Record-Keeping

School food operators are responsible for maintaining accurate documentation of foods and beverages sold through the nonprofit Child Nutrition account. Compliance will be assessed during the Administrative Review.

A Team Approach

The Smart Snacks standards apply to all foods sold in schools, including fundraisers. Food and beverages that meet Smart Snacks may be sold to raise funds for school sponsored events, clubs, and activities. Food and beverages that do not meet Smart Snacks **may not** be sold at any time during the school day. It is important to communicate with school leadership and staff, parent organizations, extracurricular groups, and the Local Wellness Policy committee. that sell food or beverages for fundraisers should be aware of these standards. A collaborative team approach can ensure compliance and promote a healthy school environment.

NUTRITION STANDARDS FOR FOOD

The following food items are exempt from all competitive food nutrient standards, and therefore may be sold:

- Fresh, canned or frozen fruits with no added ingredients except water or packed in 100% juice, extra light syrup or light syrup
- Fresh vegetables and canned vegetables with no added ingredients except water or sugar for processing
- **NSLP/SBP Entrée** items are exempt when they are sold on the day of service or the school day after service
- Sugar-Free Chewing Gum

All other food items must meet the following criteria, for all age/grade levels:

General Criteria (must be *one* of these 4 items)

1. Whole grain-rich (50% or more whole grains by weight or first ingredient whole grain); **OR**
2. Have as the first ingredient fruit, vegetable, dairy or protein (meat, beans, nuts, eggs etc.); **OR**
3. A combination food with at least ¼ cup fruit and/or vegetable; **OR**
4. Contain 10% of the Daily Value of one of the four nutrients of public health concern: calcium, potassium, vitamin D, dietary fiber

AND meet the following additional nutrient standards

Nutrient	Standard
Calories	Entrée: ≤350 calories per item Snack/Side Dish: ≤200 calories per item
Sodium	Entrée: ≤480 mg sodium per item Snack/Side Dish: ≤230 mg sodium per item (≤200 mg after July 1, 2016)
Total Fat	≤35% of total calories from fat per item as packaged/served
Saturated Fat	≤10% of total calories per item as packaged/served
Trans Fat	Zero (<0.5 g) grams of trans fat per portion as packaged/served
Total Sugar	≤35% of weight from total sugars per item (dried/dehydrated fruits/vegetables exempt)

NUTRITION STANDARDS FOR ALLOWED BEVERAGES

Beverage	Elementary School	Middle School	High School
Plain water, with or without carbonation	No size limit	No size limit	No size limit
Low fat milk (1%), unflavored	≤ 8 oz	≤ 12 oz	≤ 12 oz
Nonfat milk, unflavored or flavored	≤ 8 oz	≤ 12 oz	≤ 12 oz
100% fruit/vegetable juice ^(A)	≤ 8 oz	≤ 12 oz	≤ 12 oz
Caffeinated beverages	Not allowed ^(B)	Not allowed ^(B)	Allowed
Calorie free ^(C) and low-calorie beverages ^(D)	Not allowed	Not allowed	Limited Allowability per State Regulation ^(E)

(A) 100% fruit/vegetable juice and 100% fruit/vegetable juice diluted with water, with or without carbonation, and no added sweeteners

(B) Foods and beverages must be caffeine-free, with the exception of trace amounts of naturally occurring caffeine substances

(C) Other flavored and/or carbonated beverages (≤20 fl oz) that are labeled to contain ≤5 calories per 8 fl oz, or ≤10 calories per 20 fl oz

(D) Other flavored and/or carbonated beverages (≤12 fl oz) that are labeled to contain ≤40 calories per 8 fl oz, or ≤60 calories per 12 fl oz

(E) Texas regulations do not allow certain calorie free and low calorie beverages to be sold during the school day

Company Name

RFP #

References

Please list any school district and/or professional references.

Primary Contact: _____ Email: _____

Company: _____ Phone: _____

Address: _____
Service(s) Provided _____

Primary Contact: _____ Email: _____

Company: _____ Phone: _____

Address: _____
Service(s) Provided _____

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