



RFP-MA 21-002

Fundraising Items Qtr 2 Year 2 (Multi-Award Quarterly)

Issue Date: 7/28/2022

Questions Deadline: 9/23/2022 05:00 PM (CT)

Response Deadline: 9/30/2022 05:00 PM (CT)

Purchasing

Contact Information

Contact: Buyer

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

Phone: (832) 386-1223

Fax: (832) 386-1428

Email: purchasing@galenaparkisd.com

Event Information

Number: RFP-MA 21-002
Title: Fundraising Items Qtr 2 Year 2 (Multi-Award Quarterly)
Type: Request for Proposal
Issue Date: 7/28/2022
Question Deadline: 9/23/2022 05:00 PM (CT)
Response Deadline: 9/30/2022 05:00 PM (CT)
Notes: The Galena Park Independent School District (GPISD) is soliciting proposals from qualified vendors to provide Fundraising Items. **This is the second quarter, second year for requesting proposals from qualified suppliers. If you have been awarded a response to this bid opportunity previously, there is no need to respond at this time.**

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 Procurement Office, in a sealed envelope to the address listed below 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 Office at purchasing@galenaparkisd.com or call 832-386-1009.

Galena Park ISD
Purchasing Department
14705 Woodforest Blvd.
Houston, TX 77015

ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. ALL RESPONSES MUST BE RECEIVED AT THE ADDRESS SHOWN ABOVE. RESPONSES SENT/DELIVERED TO ANY OTHER DISTRICT ADDRESS WILL NOT BE CONSIDERED.

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

Ship To Information

Address: Warehouse
Administration Building
14705 Woodforest Blvd.
Houston, TX 77015
Phone: (832) 386 1006
Email: jguillory@galenaparkisd.com

Billing Information

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

Bid Activities

Advertisement for Fundraising Bid

3/18/2021 10:00:00 AM (CT)

Legal Notices on the following dates:

Thursday, March 18, 2021 1st Ad Run
Thursday, March 25, 2021 2nd Ad Run

“Proposals for RFP-MA 21-002 Fundraising Items will be received by the Galena Park Independent School District until Thursday, April 8, 2021 at 10:00 AM CST. At that time proposals will be opened at the GPISD Administration Building, 14705 Woodforest Blvd., Houston, TX 77015.

Proposals will be opened publicly and read aloud. “

Additional information may be obtained by contacting the Purchasing Dept. at purchasing@galenaparkisd.com or on our website: galenaparkisd.com/Page/1155
Galena Park ISD reserves the right to reject any or all proposals.

Bid Attachments

W9.pdf W9	View Online
Conflict of Interest Form.pdf Conflict of Interest Form	View Online
Conflict of Interest Sample.pdf Conflict of Interest Sample	View Online
Form 1295 Instructions.pdf Form 1295 Instructions	View Online
Form 1295 Sample 2021.pdf Form 1295 Sample 2021	View Online
Texas and Federal Certifications.pdf Texas and Federal Certifications	View Online
Certification of Criminal History Record.pdf Certification of Criminal History Record	View Online
2022-2023 Calendar.pdf 2022-2023 District Calendar	Download
GPISD Map 2021-2022.pdf District Map	Download

Requested Attachments

Conflict of Interest Form

(Attachment required)

Please download the Conflict of Interest form from the "Attachments" tab, complete and upload your signed document here.

Form 1295

(Attachment required)

Please follow the Form 1295 instructions found in the "Attachments" tab, complete and upload your signed document here.

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

(Attachment required)

Please download the Certification of Criminal History Record Forms from the "Attachments" tab, complete and upload your signed document here.

W9

(Attachment required)

Please download the W9 form from the "Attachments" tab, complete and upload your signed document here.

Bid Attributes

1 PART 1.0 - NOTICE OF INTENTION

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

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(s), and GPISD may elect to extend any contract awarded pursuant to this RFP for up to two (2) additional one-year renewal terms. The maximum duration of any contract resulting from this RFP is three (3) years (individually, a "Renewal Term") 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).

2 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.

3 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 line items 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

Removed, not applicable for this bid.

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

4 PART 4.0 – SCOPE & SPECIFICATIONS

4.1 Request for Proposals Defined

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

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 Scope of Services

GPISD is looking to obtain proposals from vendors that can provide **Fundraising Items**. 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.

4.3 Specifications

It is the intention of GPISD to establish one or more contract(s) with highly qualified Vendor(s) for *Fundraising Items*. Vendor(s) shall, at the request of GPISD, provide these products and/or covered services under the terms of this RFP and the Contract set forth in Section **7.0 Contract Terms and Conditions**.

5 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	25 Points
Pricing as determined by the proposal submitted	
pricing may also be based upon usage and coverage	
2. Reputation of Vendor and of Vendor's goods and/or services	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	15 Points
Quality of Vendor's Products/Service, including product guarantees	
Demonstrated Ability to Perform	
5. Vendor's past relationship with GPISD	10 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:	0 Points
(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	10 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.

6 PART 6.0 – FINANCIAL OFFER & QUESTIONNAIRE

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.

Pricing

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

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

1. Provide discount schedules for all products Vendor intends to offer, shown either by category or code. Use a separate discount for any net items with description of these net items.
2. Provide labor notes for each category shown that Vendor is proposing. These notes must include Vendor’s overhead, and profit. Provide Vendor’s miscellaneous material markups. If Vendor does not provide this labor classification, mark “NA” (Not Available).
3. Provide a description on how Vendor intends to guarantee the performance of Vendor’s labor, and what benchmark will be used to determine the labor hours for each project.
4. 4 Indicate any list price adjustment Vendor intends on providing during the contract period and on what it is based. For example: CPI.
5. All pricing shall be flat fee and if federal child nutrition funds are used, may not be cost plus percentage of cost as defined by the Texas Department of Agriculture.

Freight, Delivery, Inspection, & Acceptance

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

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

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

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

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

7.9 Criminal History Review

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

7.10 Customer Reference List

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

7.11 Customer support

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

7.12 Entire Agreement

This Agreement, the procurement solicitation issued by GPISD, and Vendor's proposal submitted in response to

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

7.13 Equal Opportunity

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

7.14 Force Majeure

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

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

7.15 Governing Law and Venue

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

7.16 GPISD Property

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

7.17 Indemnification

Vendor shall indemnify and hold GPISD harmless from all claims, liabilities, costs, suits of law or in

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

7.18 Insurance

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.

8 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.

9 Scope and Specifications

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

SPECIFICATIONS
It is the intention of GPISD to establish one or more contract(s) with highly qualified Vendor(s) for Fundraising Items. Vendor(s) shall, at the request of GPISD, provide these products and/or covered services under the terms of this RFP and the Agreement set forth in Section 4.0 Contract Terms and Conditions.

More details are available in the Bid attachments.

10 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)

11 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)

Bid Lines

1 Please enter the percent off offered.
(Response required)

Total: %

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

Additional notes
(Attach separate sheet)

If you have additional catalogs with pricing, please select the "Add Alternate" button (below the response box) to provide the catalog information.

Supplier Notes: _____

Item Attributes

1. What type of catalog is this?

(i.e. - Graduation Catalog, Apparel Catalog, Promotional Catalog, etc.)

(Required: Maximum 1000 characters allowed)

2. Please enter the Web Address for the catalog

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

(Required: Enter URL)

3. Freight Charges

Indicate any freight charges

(Required: Maximum 1000 characters allowed)

4. Delivery Charges

Indicate any Delivery charges

(Required: Maximum 1000 characters allowed)

5. Return Policy or Procedures

State your return policy (restocking fees, etc.) including any Handling procedures for defective supplies (items).

(Required: Maximum 1000 characters allowed)

6. Minimum Order Amount

Minimum Order Amount

(Required: Maximum 1000 characters allowed)

7. Additional Information

Other incentives (specials, over-stocked, etc.)

(Optional: Maximum 1000 characters allowed)

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