**COMPETITIVE SEALED REQUEST FOR PROPOSAL**

CSRFP 2022-23-014

Martial Arts and Character Development Program

<table>
<thead>
<tr>
<th>Date</th>
<th>Event*</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 24, 2023</td>
<td>Issue RFCSP</td>
</tr>
<tr>
<td>March 26, 2023</td>
<td>1ST Advertisement</td>
</tr>
<tr>
<td>April 2, 2023</td>
<td>2ND Advertisement</td>
</tr>
<tr>
<td>April 11, 2023</td>
<td>Deadline for Submittals – 9:00 AM (CST)</td>
</tr>
<tr>
<td>April 19, 2023</td>
<td>Recommendation to the Board of Trustees</td>
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**One (1) years, April 20, 2023, through April 19, 2024**

Contract Effective Date

*The District will make every effort to adhere to this schedule; however, dates are subject to change. Any changes will be released in the form of an addendum through GISD website. All addendums may be released at the discretion of GISD. Potential respondents are responsible for watching for such notifications.

**Deliver Sealed Proposals to:**
Galveston ISD
Purchasing Department
3904 Ave T
Galveston, TX 77550

**Galveston ISD Purchasing Department:**
Esther Soto
Purchasing Coordinator
409.766.5158
EstherSoto@gisd.org

Your Proposal must be delivered in a sealed envelope or carton and received by the opening time and date listed. Submit one (1) hard copy marked “original”, one (1) clearly marked exact copies of the original and one (1) electronic copy on USB in PDF Format.

FAX, e-mail, or other electronic Proposals will not be accepted.

Proposals must be plainly marked with the CSRFP Number and Title above. Be sure to submit any questions, via email, prior to the deadline. Answers provided will be via an addendum.
Notice
The Purchasing Department of Galveston Independent School District (“GISD” or the “School District”) is conducting this procurement to establish a contract. GISD is seeking proposals for supplies, materials, equipment, and services for the District based on a discount from catalog/shelf price list in order to establish an approved awarded list of vendors that District departments can purchase from on an as needed basis. Services shall be based on hourly shop labor rates on an as needed basis. It is the intent of the District to award this proposal to multiple vendors per category, and no quantities are guaranteed. This will give the District employees the flexibility to contact the vendor(s) that have the best value for a particular item. In order to do business with Galveston ISD, you MUST complete and return this proposal packet. Discounted prices should include shipping and handling charges, unless noted terms are specified. PLEASE NOTE: You do not need to offer a discount to participate in the proposal, a zero % will be considered during evaluation of proposal packets. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the School District (“Board”) in a duly called and posted meeting of the Board. This contract will be used 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. The initial contract award will be for a period of one (1) years, April 20, 2023, through April 19, 2024. The School District has the option to renew the contracts for two (2) additional one (1) year periods, for a total of three (3) years.

This CSRFP is to be received at the time and location designated and should include all the information requested hereafter. The District reserves the right to exclude from consideration any responses that are incomplete or not received at the designated location by the due date and time listed herein.

Upon request, proposal packets will be made available to anyone who wishes to submit a response. However, it is the responsibility of the Proposer to provide the District with the appropriate company name, authorized representatives, and contact information for the purposes of receiving notices, changes, addenda, or other critical information.

The District may choose to award to a single Proposer, or multiple proposers. The District makes no guarantee that an award will be made as a result of this RFP or any subsequent RFP’s and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the District’s best interest.

Submittal Requirements

A complete response will consist of one (1) clearly marked original and one (1) clearly marked exact copy using standard letter size paper (8.5” x 11”) in a sealed envelope or container and one (1) electronic copy on USB in a PDF Format. Responses shall be direct, concise, and complete. Proposers failing to submit in manner as requested may be considered non-responsive and may not be evaluated. The ‘original’ response shall prevail in the event of a discrepancy between the Proposers submissions.

Each response should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the District’s needs.

No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission. Respondents are solely responsible for the timely delivery of their proposal response to the Purchasing Department. Responses received after the deadline will be rejected and shall be returned to the
Proposers unopened. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.

In the event the District’s offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless Proposer is otherwise notified. The time of day shall remain the same. Prior to the final selection, Proposers may be required to submit additional information, which the District may deem necessary to further evaluate the Proposers submission.

Responses which are incomplete or with conditional clauses, or alterations, or items not called for in the PROPOSAL documents, or irregularities of any kind, are subject to disqualification by the District, at its option. The District reserves the right to waive any irregularity or informality in a response or submittal.

Failure to comply with the requirements contained in this CSRFP may result in a finding that the Respondent is not qualified.

Submittal Contents

In order to facilitate the review and evaluation of RFP’s the District requires that Request for Proposal’s be submitted in the standard format outlined herein. Although each submitted RFP should, at a minimum, contain the sections outlined below, submissions may include other pertinent or supporting information in the form of Appendices. All submitted Proposals must contain the following:

PLEASE COMPLETE THE FOLLOWING FORMS INCLUDED IN THIS RFP:
Proposal Response Certification pg. 17
Respondent’s Statement of Qualifications Questionnaire pg. 18
Proposer Information pg. 19
Statement of Compliance/Deviation Form pg. 20
Certificate of Residency pg. 21
Certification of Prohibited Contracts pg. 22
Criminal Background/Felony Conviction pg. 23
Conflict of Interest Questionnaire pg. 24, if applicable
Certificate of Interested Parties pg. 25
Short Form Submittal Sheet pg. 26
Non-Collusive, Non-Conflict of Interest pg. 28, Anti-Lobbying, Suspension & Debarment Certification SB 252 pg. 29
W-9 pg. 30
Vendor Information Request pg. 31
Edgar Compliance Certification pg. 33
Other attachments – To be determined by Individual Respondent
Galveston ISD is seeking proposals for a Martial Arts and Character Development Program needed in the Special Education and Curriculum Departments.

Bidders should be able to describe their successes working with districts to provide the necessary services and support to Special Education staff.

RFP 2022-23-014, Martial Arts and Character Development Program

Purpose

The intent of this Request for Proposal and resulting contract is to obtain a listing of qualified Consultants/ Firms for Martial Arts and Character Development for middle school students.

It is the District’s intent to award a one (1) year contract with two (2) additional one year renewal options, should both parties agree, and renewal is approved by GISD Board of Trustees.

Scope of Services

The Consultant/Firm selected will be required to provide services in the following areas:

1. Provide physical karate curriculum adapted to the skill level of students throughout the school day based on demand
2. Provide a character based curriculum including in-class lessons
3. Provide a qualified black belt instructor for direct instruction
4. Provide after-school karate classes when appropriate
5. Provide a summer karate program
6. Provide a representative to work with the school, school district and the community with the program implementation

Minimum Qualifying Standards

All qualifications must be made on the basis of either meeting or exceeding the requirements contained herein.

Consultant/Firm’s submitting a response must include the information below:

1. Established Martial Arts and Character Development Program with 5+ years experience in working with middle school students in school setting
2. Martial Arts Program ability to supply training equipment for karate instruction and all materials for the character curriculum
3. Martial Arts Program willingness to support students in their participation in tournaments
Evaluation of Proposals: Selection Process:

The General Contract Terms and Conditions set forth certain criteria which will be used in the selection of the successful Consultant/Firm. In addition, the criteria set forth below will be considered.

The firms/consultants submitting responses shall include supporting documents on the following:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proven record of experience and expertise in the field</td>
<td>15</td>
</tr>
<tr>
<td>The reputation of the Consultant/Firm’s capability to perform the service and the extent to which the services meet the District’s needs</td>
<td>25</td>
</tr>
<tr>
<td>The Consultant’s/Firms qualifications such as length of time in business</td>
<td>15</td>
</tr>
<tr>
<td>References provided of other clients with comparable services</td>
<td>15</td>
</tr>
<tr>
<td>Cost of Services and the total long-term cost to the district to acquire the services</td>
<td>15</td>
</tr>
<tr>
<td>Certification or licensure</td>
<td>15</td>
</tr>
<tr>
<td><strong>Total Weight</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Proposal Format

Provide an overview of relevant experience for services to include the following:

1. The number of years in existence
2. Overall approach in delivery of services
3. General overview of services provided within the past three years
4. Proposed fee for the services

Contract Terms and Conditions

Procedures

The extent and quality of the services to be performed by the person(s) shall be subject to the general control and approval of the Curriculum and Instruction Department or designated authorized representative. The Consultant/Firm shall not comply with requests and/or orders issued by other than the Curriculum and Instruction Department or designated authorized representative.
QUALIFICATION STATEMENT

In 100 words or less, please describe what makes your firm uniquely qualified to offer the District the requested supplies and services.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
Terms and Conditions:

1 Applicability
   1.1 All items listed under the general terms and conditions apply unless otherwise stated in the specifications.
   1.2 These conditions are applicable and form a part of the contract documents in each commodity and/or service contract and a part of the terms of each purchase order for commodity and/or service included in the specifications and Proposal forms issued herewith.

2 Use of District Documents
   2.1 Proposal responses must be submitted on forms provided by the District. No alteration to the District forms will be permitted, including substitutions, additions, deletions, or interlineations, without written consent of the District.
   2.2 Reproduction of District documents is permitted, so long as reproduced copies are exactly the same in size, format, and content as forms prepared by the District. Any response submitted in altered form may result in rejection of such response at the option of the District.

3 Withdrawal or Modification of Submitted Response
   3.1 Any response, which has been submitted, may be withdrawn prior to the deadline. A request to withdraw a Proposal response must be in writing and be received by the District prior to the receiving deadline.
   3.2 No amendment, addendum, or modification shall be accepted after the deadline for submitting a Proposal response to the District. If a change to a response that has been submitted is desired, the submitted response must be withdrawn and the replacement response submitted prior to the receiving deadline.
   3.3 No Proposer may have more than one Proposal response on file with the District.
   3.4 After the scheduled time for receiving Proposal responses, responses may not be withdrawn for a period of sixty (60) days.
   3.5 Any contract entered into can be modified or rescinded only by a written document signed by both of the parties or their duly authorized agents.

4 Delivery and Materials
   4.1 The Proposer shall store and protect materials and equipment in accordance with the manufacturer’s recommendations.
   4.2 The Proposer, in the event of damage, shall immediately make all repairs and replacements necessary to the approval of Galveston ISD, with no additional cost to the District.
   4.3 All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, unless authorized by the Purchasing Coordinator or designee.
   4.4 The District shall not be responsible for any “hidden damage” for a period dating from the date of delivery until statute of limitations as provided by the Uniform Commercial Code.
   4.5 If applicable, delivery shall provide, at no cost, at least one copy of any applicable Manufacturer’s Safety Data Sheets (SDS) with each shipment, and upon request. If OSHA, federal, or state laws provide for additional requirements, those requirements are in addition to the SDS requirement.
   4.6 The Proposer shall retain all portable and detachable parts or portions of installation until final completion of work. These parts shall be delivered to the Galveston Independent School District’s Representative or designated District site and acknowledged as itemized receipts to obtain request for final payment.

5 Invoices, Payment and Inspection
   5.1 The Proposer shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
5.2 The District will pay the Contractor’s actual cost plus the contracted mark up for materials. All items purchased (i.e., tools) and billed to the District will remain the property of the District.

5.3 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.

5.4 All valid and complete invoices received by the District will be paid within thirty (30) days of the District’s receipt of the deliverables or of the invoice, whichever is later.

5.5 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.

5.6 The Proposer shall demonstrate work completed meets the requirements of Galveston ISD.

5.7 The District Representative shall give final approval to all work performed.

5.8 The Proposer will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

6 Erasures or Corrections to Proposal

6.1 Any erasures and/or corrections to Proposals, whether executed prior to or subsequent to the original Proposal submittal shall be authenticated by affixing in the margin immediately opposite the correction and the initials of the agent(s) signing the Proposal response.

7 Development of Specifications

7.1 Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Proposer transportation charges collect.

7.2 Whenever an article or material is defined 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. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

7.3 The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.

7.4 The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Proposal offer as so modified and subsequent thereto.

8 Inspection of Documents

8.1 Before submitting a response, each Proposer shall thoroughly examine the Proposal documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.

8.2 Each Proposer receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Proposer. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Proposer from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Proposal documents by a Proposer must be acknowledged in the response.

8.3 The District is not responsible for incomplete response packets.
9 Warranties

9.1 Warranty conditions for all supplies and/or equipment shall be considered manufacturer’s minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.

9.2 If a Proposer’s response is accepted by the District, the price to be paid by the District shall be that contained in Proposer’s response which Proposer warrants to be no higher than Proposer’s current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer’s current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Proposer for breach or Proposer actual expense.

9.3 If a Proposer’s response is accepted by the District, the Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.

9.4 If a Proposer’s response is accepted by the District, the Proposer shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Proposal, and to the sample(s) furnished by the Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.

9.5 If a Proposer’s response is accepted by the District, the Proposer warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Proposer’s expense. In the event the Proposer fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Proposer’s expense.

10 Proposal Cost

10.1 The District shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this request for competitive sealed proposal or for any other cost incurred because of the request for proposal.

10.2 The issuance of this request for proposal does not obligate the District to enter into a contract for any commodity and/or services.

11 Proposal Disclosure

11.1 The District is a government body subject to the Texas Public Information Act. Responses submitted to the District as a result of this solicitation are subject to release as public information after contracts are executed or the procurement is terminated. In the event a Proposer desires to claim portions of submitted response are exempt from disclosure, it is incumbent upon the Proposer to identify those portions in a transmittal letter. The transmittal letter must identify the page, the particular exemption(s) from disclosure, and the contended justification for exemption upon which it is making its claim. The District will consider a Proposer’s request(s) for exemption from disclosure; however, the District will not
be bound by the assertion that a page contains exempt material. An assertion by a Proposer that an entire
volume of its response is exempt from disclosure will not be honored.
11.2 Until a contract resulting from this request for Proposal is executed, no employee, agent, or
representative of any Proposer shall make available or discuss its response with the press, any elected or
appointed official or officer of the District, or any employee, agent, or other representative of the District,
unless specifically allowed to do so in writing by the District for the purposes of clarification, evaluation,
and/or awarding the Proposal.
11.3 Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this
request for Proposal or any Proposal and/or contract or work resulting therefrom without the prior
written approval of the District and then only in cooperation with the District.
11.4 By signing this Proposal response, a Proposer affirms he/she has not given, offered to give, nor intends to
give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special
discount, trip, favor, or service to a public servant in connection with the Proposal response submitted.
11.5 Proposer shall note any and all relationships which might be a conflict of interest and include such
information with their response.
11.6 By signing this Proposal response, a Proposer affirms, to the best of his/her knowledge, the response has
been arrived at independently, and is submitted without collusion with anyone to obtain information or
gain any favoritism that would in any way limit competition or give them an unfair advantage over other
Proposers in the award of this Proposal.
11.7 If a Proposer’s response is accepted by the District, the Proposer shall not advertise or publish, without the
District’s prior consent, the fact the District has entered into the contract, except to the extent
necessary to comply with proper requests for information from an authorized representative of the
federal, state, or local government.

12 Licenses, Permits, and Taxes
12.1 The price or prices for the services shall include full compensation for all taxes, permits, and licenses that
the Proposer is or may be required to pay.

13 Award of Contract
13.1 The District reserves the right to accept or reject, in part or in whole, any and all Proposal responses and
to waive any irregularities or informalities in any Proposal or in the Proposal process. The contract will be
awarded to a responsible Proposer. Whose responses are most advantageous to the District, considering
the relative importance of price and the other evaluation criteria which may be included in the proposal.
13.2 Award of the contract shall be made to the bidder who provides goods or services at the best value for the
District taking into consideration the relative importance of price and other factors set forth below. Best
value evaluation criteria will be grouped into percentage factors.
13.3 The District may, by written notice to contractor, cancel the contract if it is found by the District that
gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any
agent or representative of contractor, to any employee or members of the Board of Trustees with a view
toward securing an order or securing favorable treatment with respect to the awarding or amending, or
the making of any determinations with respect to the performing of such order.
13.4 A Proposer may be disqualified before or after an award is made, upon evidence of collusion with the
intent to defraud, or perform other illegal activities for the purpose of obtaining an unfair competitive
advantage.
13.5 It is expected that all contact by Proposer with any District personnel and/or members of the Board of
Trustees begin with the issuer of this Proposal. Failure to follow this procedure is grounds for eliminating
the Proposer from any further consideration of awarding the contract.
13.6 The recommendation to award the Proposal will be made to the District Board of Trustees. No contract shall be executed until it has been reviewed and approved by the Board of Trustees in a duly called and posted meeting of the Board.

13.7 In connection with the performance of work under the contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable federal, state, and local laws, regulations, and executive orders to the extent that the same may be applicable.

14 Non-Apportionment Clause
14.1 Any/all contracts exceeding one (1) year will require a standard non-apportionment clause. Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-apportionment of funds for multi-year contracts. The Board of Trustees of District reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

15 Uniform Commercial Code
15.1 All contracts and agreements between Proposer and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Official Text.

16 Contracts for Purchase
16.1 Contracts for purchase will be put into effect by means of a purchase order(s) executed by the Purchasing Department after Proposals have been awarded, or by means of a written contract and a purchase order(s) in such instances where applicable.

17 Non-Performance
17.1 Immediate non-performance of the Proposer in terms of specifications shall be a basis for the termination of the contract.
17.2 If, at any time, the Proposer fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to: a) purchase on the open market and charge the Proposer the difference between contract and actual price, or b) deduct charges from existing invoice totals due at the time.
17.3 The District shall have the right to cancel for default all or any part of the undelivered portion of this order if Proposer breaches any of the terms hereof including warranties of Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

18 Termination of Contract
18.1 The District shall have the right to terminate the contract, in whole or in part, for its own convenience and without cause any time upon thirty (30) days prior written Notice of Termination. Upon receipt of a Notice of Termination, the Proposer shall promptly cease all further work pursuant to the contract award, with such exceptions, if any, specified in the Notice of Termination.
18.2 The District will pay the Proposer, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

19 Venue
19.1 This Proposal shall be constructed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas. Exclusive venue with respect
to any legal action relating to or arising under this Proposal shall lie in the District Court(s) of the State of Texas sitting in Galveston County, Texas, Proposer hereby expressly consenting to the jurisdiction of such courts.

20 Certificate of Interested Parties (Form 1295)

20.1 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

20.2 The commission has made available on its website a new filing application that must be used to file form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Galveston ISD. The filing application site can be located at https://www.ethics.state.tx.us/File/.

20.3 The District must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Galveston ISD.

21 Service-Related Contracts

21.1 The Proposer warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and/or provide all the goods required under this solicitation.

21.2 The Proposer shall employ orderly and competent employees trained in the required services to be provided under this solicitation.

21.3 The Proposer, its employees, subcontractors, and subcontractor’s employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District’s property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.

21.4 The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Proposer, its employees, subcontractors, and subcontractor’s employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.

21.5 If applicable under this solicitation, Proposer, its employees, subcontractors, and subcontractor’s employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.

21.6 The Proposer, its employees, subcontractors, and subcontractor’s employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

22 Criminal Background Checks

22.1 All Proposer, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. When entering a district site, check in through the front office
through our Raptor system. The criminal record history must be obtained by the successful Proposer before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, [www.txdps.state.tx.us](http://www.txdps.state.tx.us) by clicking open Crime Records and reading School District Guide to Senate Bill 9.

22.2 Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

23 Indemnification

23.1 The Proposer will defend, indemnify, hold harmless, and exempt the District, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys’ fees incident to any work done in the performance of this contract arising out of a willful or negligent act or omission of the Proposer, its officers, agents, or employees.

24 Insurance

24.1 If requested the successful Proposer shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Proposer, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.

24.2 The District is to be added as “Additional Insured” to the General Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to Galveston ISD, its Board, employees and volunteers. Certificate of Insurance submitted for review shall be addressed to:

Galveston ISD – Attn.: Purchasing Department
3904 Ave. T
Galveston, Texas 77550

The bid/proposal number and title should be noted in the “Description of Operations/Locations/Vehicles/Special Items” block of the certificate.

24.3 All insurance policies proposed or obtained shall comply and be maintained with the listed general specification below throughout the duration of the contract, or longer, if noted:

24.3.1 Each policy will be issued by a company authorized to do business in the state of Texas with an A.M. Best Company rating of at least A-.

24.3.2 Should any of the required insurance be provided under a claims-made form, the Proposer shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.

24.3.3 Proposer is responsible for all deductibles.

24.3.4 Texas requires that all drivers carry minimum automobile insurance. It is recommended that you purchase a commercial policy if you will be using your personal vehicle for business use.

24.3.5 All policies shall be endorsed to provide 30 days prior written notice of cancellation, nonrenewal or reduction in coverage except ten days for nonpayment of premium.
24.3.6 Insurance policies shall be primary and non-contributing to any other insurance available to the additional insured.

24.3.7 Contracted projects of any size will be adequately insured. The purchasing department will verify coverage and will not waive any insurance requirements unless a waiver has been approved by the Asst. Superintendent of Business & Operations.

24.3.8 The District reserves the right to review the coverage requirements during the effective period of any agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on change in laws, court decisions or potential increase in exposure to loss.

24.4 The required insurance coverages and limits are listed below. If insurance policies are not written for amounts specified below, Proposer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

<table>
<thead>
<tr>
<th>Insurance Coverage Type</th>
<th>Limit Required</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services &gt; $100,000</strong></td>
<td></td>
</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>General - combined single limits</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products - completed operations aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers' Compensation / Employers' / Professional Liability</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employers' Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><em>required for company owned vehicle working on behalf of the district</em></td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage - combined single limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Bodily Injury (per person)</td>
<td>$250,000</td>
</tr>
<tr>
<td>Bodily Injury (per person)</td>
<td>$500,000</td>
</tr>
<tr>
<td>Property damage (per accident)</td>
<td>$250,000</td>
</tr>
<tr>
<td>Umbrella or Excess Liability</td>
<td></td>
</tr>
<tr>
<td>Each occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
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</tr>
<tr>
<td>General Liability</td>
<td></td>
</tr>
<tr>
<td>General - occurrence/aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products - completed operations aggregate</td>
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<tr>
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<td>$500,000</td>
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</tbody>
</table>

**Automobile Liability**  
*required for company owned vehicle working on behalf of the district*

<table>
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</table>

**Umbrella or Excess Liability**

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</tr>
<tr>
<td>Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

25 **Force Majeure**

25.1 Neither party shall be deemed to have breached any provision of this contract as a result of force majeure. The term force majeure as referenced herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; pandemics, epidemics; landslides; land sinkage; lightning; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

26 **Recycled Products**

26.1 The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.

27 **Interlocal Cooperation with Other Government Agencies**

27.1 As permitted under Chapter 791 of the Government Code, other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into the same Interlocal Agreement as Galveston Independent School District and have prior authorization from Proposer. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies and/or services. Galveston Independent School District shall not be held liable or responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

28 **Special Tools and Test Equipment**

28.1 If the Proposal price stated on the Proposal submittal section of the Proposal includes the cost of any special tooling or special test equipment fabricated or required by the Proposer for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District, and to the extent feasible shall be identified by the Proposer as such.
29 Prevailing Wage Rate

29.1 If Applicable bidders are required to comply with Texas Government Code, Chapter 2258 Prevailing Wage Rates, with respect to payment of prevailing wage rates for the construction or improvements, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Proposer or any subcontractor in the execution of the contract for the project.

29.2 A worker employed on a public work by or on behalf of the Galveston Independent School District shall be paid no less than the general prevailing rate of per diem wages for the work of similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

29.3 The state of Texas has adopted the federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. Bidders may access the U.S. Department of Labor web site at the following web address to obtain the rates to be used in Galveston County.

www.access.gpo.gov/davisbacon/index.html

29.4 It shall be the responsibility of the successful bidder to obtain the proper wage rates from the web site for the type of work defined in the Proposal documents.

29.5 The Proposer or subcontractor who violates Texas Government Code Section 2258.023 shall forfeit as a penalty to Galveston Independent School District, $60.00 for each worker employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract by him, or by any subcontractor under him.

29.6 Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any worker employed on the work.
Proposal Response Certification

This will serve as a cover to all responses; failure to sign may result in disqualification.

Proposal Number and Title: CSRFP 2022-23-014
Martial Arts and Character Development Program

Submittal Due Date and Time: April 11, 2023 9:00 A.M. (CST)
Submittal Address: Galveston Independent School District
Esther Soto, Purchasing Coordinator
3904 Ave. T.
Galveston, Texas 77550

The undersigned authorized representative of the responding company indicated below hereby acknowledges;

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below;
2. That respondent has carefully examined this document in its entirety;
3. The respondent proposes to supply any services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
5. The accuracy of all certifications required (including but not limited to, the Felony Conviction Notice) which accompany this proposal;
6. The stated organization is an equal opportunity employer;
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other proposer or with any competitor;
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, proposer or other party involved in this solicitation;
9. That the organization has not been a party to any collusion among Proposer in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any GISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with GISD’s Purchasing personnel; or in any discussions or actions between Proposer and any GISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract;
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Proposers receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.)

Your signature below is the Proposal Response Certification acknowledgement.

Name of Company: ________________________________________________________________

Printed Name: __________________________________________ Position/Title: ___________________________

Phone: __________________________ Email: __________________________

Signature of Authorized Rep: __________________________ Date: __________
Respondent's Statement of Qualifications Questionnaire

Proposal Number and Title: CSRFP 2022-23-014
Martial Arts and Character Development Program

Submittal Due Date and Time: April 11, 2023 9:00 A.M. (CST)
Submittal Address: Galveston Independent School District
Esther Soto, Purchasing Coordinator
3904 Ave. T
Galveston, Texas 77550

The following listed items are to be included as an attachment in the Respondent’s Statement of Qualifications submitted. A complete response is required for each.

1. If requested, provide a financial rating and any documentation (e.g., a Dunn & Bradstreet or Bank analysis), which indicates the financial stability of your company and any proposed structural, mechanical, electrical and plumbing subcontractors.

2. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

3. Provide any details of all past or pending litigation or claims filed against your company, describe how such suit or claims were resolved.

4. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

5. Does any relationship exist between your company and any of District’s entities, officers or employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

6. What difficulties do you anticipate in serving the District; how you plan to manage these; and what assistance will you require from the District?

7. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the District selecting your company.

8. State the amount of professional liability insurance your firm would typically carry, if applicable.
Proposer Information

Legal Company Name: ________________________________________________________________

Mailing Address: ___________________________________________________________________

City: __________________________ State: ______ Zip: __________

Respondent’s Name: __________________________ Title: __________________________

Phone: __________________________ PO Receipt Email Address: __________________________

Local Representative: __________________________

Phone: __________________________ Email Address: __________________________

Local Office Address: __________________________

Type of Operation:  □ Individual  □ Partnership  □ Corporation

Invoicing: It is the District’s desire to receive invoices in electronic, PDF format. This process will allow for more efficient payment processing. All invoices must be submitted to the following email address: bethparker@gisd.org; or mailed to P.O. Box 660 Galveston, TX 77553.

If your company uses any other billing address, Galveston ISD will not be responsible for late payments, service charges, etc. All invoices must reference Galveston ISD’s purchase order number.

Remit to Address: ___________________________________________________________________

City: __________________________ State: ______ Zip: __________

Contact Name: __________________________ Title: __________________________

Phone: __________________________ Email Address: __________________________

Purchase Order Policy: All goods and/or services provided by the Vendor to the District must be on a Galveston Independent School District Purchase Order.

In the event, the Vendor provides any goods and/or service without a properly drawn District purchase order, the Vendor assumes all liability for cost of said product or goods. Payment is not guaranteed.

Your signature below is acknowledgement that you understand this policy

Print Name: __________________________ Signature: __________________________
Statement of Compliance/Deviation Form

This form is a signed statement that the Statement of Qualifications complies with all specifications and/or scope of work contained in the solicitation document, unless listed as an Exception. Any deviations from any part of this solicitation document shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the terms, specifications and all other information contained in this document.

We hereby acknowledge receipt of CSRFP 2022-23-014 Martial Arts and Character Development Program and certify that our Proposal conforms to the solicitation except as detailed below. We also acknowledge receipt of addenda as identified below.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Print Name:_________________________ Signature:_________________________

Acknowledgement of Addenda

Addendum Number:_____________________ Dated:___________ Acknowledge (initial):_____

Addendum Number:_____________________ Dated:___________ Acknowledge (initial):_____

Addendum Number:_____________________ Dated:___________ Acknowledge (initial):_____

Addendum Number:_____________________ Dated:___________ Acknowledge (initial):_____

☐ No Addenda were received  ☐ No Deviations
Certificate of Residency

Pursuant to Government Code, Chapter 2252, Subchapter A, makes it necessary for the District to determine the residency of its bidder. In part, this law reads as follows:

Section: 2252.001
(3) ‘Non-resident’ bidder refers to a person who is not a resident.

(4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002
A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible 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 nonresident’s principal place of business is located.”

“Resident proposer” refers to a person whose principal place of business is in this state, including a proposer whose ultimate parent company or majority owner has its principal place of business in this state.

“No resident proposer” refers to a person who is not a resident.

“Resident state” means the state in which the principal place of business is located.

☐ My company is a “resident proposer”
☐ My company is a “nonresident proposer” of __________ (the state your principal place of business is located)

Does your “resident state” require proposer whose principal place of business is in Texas to under Proposal, proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ No   ☐ Yes       If yes, what is the amount or percentage? __________

Printed Name: _____________________________ Position/Title: _____________________________

Signature of Authorized Rep: _____________________________ Date: _____________________________
Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel

Prohibited Contracts with Certain Companies
A Governmental entity may not enter into a Governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153. Sec. 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. Contracts companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited.

Not Boycott Israel
Pursuant to Texas Government Code Chapter 2270: Section 2270.001 (Amended), Does not boycott Israel currently and will not boycott Israel during the term of any contract with Galveston ISD.

"Boycott Israel" means 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 specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is $100,000 or more.

NOTE: The U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

I, ______________________ hereby certifies that ______________________ (Company Name) 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. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District’s Purchasing Department.

Proposer further certifies and verifies that neither Proposer, nor any affiliate, subsidiary, or parent company of Proposer, if any (the “Proposer Companies”), boycotts Israel and Proposer agrees that Proposer and Proposer Companies will not boycott Israel during the term of this Agreement.

Printed Name: __________________________ Position/Title: __________________________

Signature of Authorized Rep: __________________________ Date: ______________

22
Criminal Background Check
The Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services and the duties are or will be performed on school property or at another location where students are regularly present.

The Proposer certifies to GISD that before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from GISD’s property or other location where students are regularly present. GISD shall be the final decider of what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit a letter attesting that they are in compliance.

Felony Conviction Notification
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 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.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge and I acknowledge compliance with this section.

Company Name: ___________________________ Company Official’s Name: ___________________________

☐ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable
☐ My firm is not owned nor operated by anyone who has been convicted of a felony
☐ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony

Name of Felon(s): ___________________________ Details of Conviction(s): ___________________________

Name of Felon(s): ___________________________ Details of Conviction(s): ___________________________

Signature of Company Official: ___________________________ Date: ___________________________

NOTE: Name and signature of company official should be the same as on the Service Proposer Certification
Proposer is responsible for the performance of the persons, employees, and sub-contractors. Proposer assigns to provide services for Galveston ISD pursuant to this document on any and all Galveston ISD campuses or facilities. Proposer will not assign individuals to provide services at a Galveston ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Galveston ISD Purchasing Department.
CIQ (CONFLICT OF INTEREST QUESTIONNAIRE) FORM

For purposes of the form, the Galveston ISD officers are found at www.GISD.org/page/brd.home or on “www.GISD.org” under “About GISD” and “Board of Trustees.”

COMPANY NAME: _______________________________

Select one of the following as it pertains to the company or individual submitting a proposal.

☐ No conflict of interest exists.
☐ A possible or potential conflict of interest exists. Form CIQ completed below (or attached).

---

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

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(a)-(d) 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 no 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), 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.

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

☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority no later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

______________________________
Name of Officer

3. 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

4. Describe each employment or business relationship that the vendor named in Section 1 discusses 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.

5. 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).

6. Signature of vendor doing business with the governmental entity

______________________________
Date:

Form provided by Texas Ethics Commission
www.ethics.state.tx.us
Revised 11/30/2015
Certificate of Interested Parties (Form 1295)

(Required by Awarded Vendor(s) Only)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

Filing Process:
The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Galveston ISD.

Galveston ISD must notify the commission, using the commission’s filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Galveston ISD.

Form Availability:
Certificate of Interested Parties Form is available from the Texas Ethics Commission website at the following address:

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

For questions regarding and assistance in filling out this form, please contact the Texas Ethics Commission at 512-463-5800.
Short Form Submittal Sheet

Name: ___________________________  Title: ___________________________

Company: _________________________  Email: _________________________

Phone: ___________________________  Fax: ___________________________

Please describe your firm’s scope of goods or services: (use additional sheet if needed)

________________________________________________________________________

________________________________________________________________________

Indicate below the discount percentage that you are offering Galveston ISD (from shelf price, catalog price, published price list or website): ________________

Discount Offer

If the discount above is from catalog/publication/website, list the name of the catalog/publication/website:

________________________________________________________________________

Please indicate any exceptions to your discount:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Is this proposal valid for all of your store locations? ___Yes ___No _____Does not apply

Return policy – please define: _______________________________________________

________________________________________________________________________

Warranty policy – please define: ______________________________________________

________________________________________________________________________

Vendor will accept District Purchase Orders? Yes ___No

Vendor will accept District check for the amount? _____

________________________________________________________________________  Yes _____

________________________________________________________________________  No ______
By signing below, you agree to participate in this proposal with the Galveston ISD and you attest to the terms, representations and certifications listed in this proposal:

___________________________________________  __________________________________________
Printed Name                                      Title

___________________________________________  __________________________________________
Signature                                         Date
PROPOSER’S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

By submission of this proposal, the undersigned certifies that:

1. Neither the proposer nor any of proposer’s officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other proposer or potential proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposal or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, the Galveston Independent School District Board of Trustees between proposal submission date and award by the Galveston ISD Board of Trustees.

3. No officer or stockholder of the proposer is a member of the staff or related to any employee or Board of Trustees member of the Galveston Independent School District except as noted on Form CIQ (Conflict of Interest Questionnaire - attached).

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

Company Name: ____________________________________________________________________________________

Printed Name ________________________________  Title ________________________________

Signature __________________________________  Date ________________________________

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of $100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Company Name: ____________________________________________________________________________________

Printed Name ________________________________  Title ________________________________

Signature __________________________________  Date ________________________________
NO EXCLUDED NATION OR FOREIGN TERRORIST ORGANIZATION CERTIFICATION (SB 252)

Effective September 1, 2017, Chapter 2252 of the Texas Government Code provides a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

By signature below, I certify and verify that __________________________ (Company Name) is not on the Texas Comptroller’s list identified above; that this certification is true, complete, and accurate; and that I am authorized by my company to make this certification.

Printed Name

Signature

Title

Date
Form W-9

Request for Taxpayer Identification Number and Certification

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

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

1. Name (as shown on your income tax return. Name is required on this line; do not leave this line blank.)

2. Business name disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following, wherever:

   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C: corporation; S: corporation; P: Partnership)

   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.

4. Exemptee (closes apply only to certain entities, not individuals; see instructions on page 3)

   - EIN (if any)

5. Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional)

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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 not a U.S. person (as defined in section 7701(a)(30)

3. I am a U.S. citizen or other U.S. person (as defined below), and

4. The TIN code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person

Date

General Instructions

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

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

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-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 1098-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.

Cat. No. 16231X

Form W-9 (Rev. 10-2018)
VENDOR INFORMATION REQUEST

Please include a W-9 with your completed form or use the one provided.

Vendor Name: _____________________________________________________________

PAYMENT INFORMATION

Contact Name: _____________________________________________________________
Address: _________________________________________________________________
City, State, & Zip: ___________________________________________________________
Phone: __________________________ Fax: __________________________ Email: ____________________

ORDERING INFORMATION

Contact Name: _____________________________________________________________
Address: _________________________________________________________________
City, State, & Zip: ___________________________________________________________
Phone: __________________________ Fax: __________________________ Email: ____________________

Is your company incorporated? □ Yes □ No

Are you a sole source vendor? □ Yes □ No (If yes, a Sole Source Affidavit will be requested by e-mail.)

If your company has an inter-local agreement with any of the cooperatives listed below, please provide the contract number(s) next to the respective cooperative.

<table>
<thead>
<tr>
<th>Cooperative</th>
<th>Contract Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BuyBoard (<a href="http://www.buyboard.com">www.buyboard.com</a>)</td>
<td></td>
</tr>
<tr>
<td>Omnia Partners – former U.S. Communities/National IPA/TCPN (<a href="http://www.omniapartners.com">www.omniapartners.com</a>)</td>
<td></td>
</tr>
<tr>
<td>DIR (<a href="http://www.dir.texas.gov">www.dir.texas.gov</a>)</td>
<td></td>
</tr>
<tr>
<td>TIPS (<a href="http://www.tips-usa.com">www.tips-usa.com</a>)</td>
<td></td>
</tr>
<tr>
<td>TXMAS/TXSmartBuy (<a href="http://www.txsmartbuy.com/contracts">www.txsmartbuy.com/contracts</a>)</td>
<td></td>
</tr>
<tr>
<td>PACE (<a href="http://www.pacecoop.org">www.pacecoop.org</a>)</td>
<td></td>
</tr>
<tr>
<td>Choice Partners (<a href="http://www.choicepartners.org">www.choicepartners.org</a>)</td>
<td></td>
</tr>
<tr>
<td>PCA – Purchasing Cooperative of America (<a href="http://www.pcamerica.org">www.pcamerica.org</a>)</td>
<td></td>
</tr>
<tr>
<td>1GPA – 1 Government Procurement Alliance (<a href="http://www.1gpa.org">www.1gpa.org</a>)</td>
<td></td>
</tr>
<tr>
<td>E&amp;I Cooperative Services (<a href="http://www.eandi.org">www.eandi.org</a>)</td>
<td></td>
</tr>
<tr>
<td>Region 20 – 2013 Purchasing Cooperative (<a href="http://www.esc20.net">www.esc20.net</a>)</td>
<td></td>
</tr>
</tbody>
</table>

Federal ID: ___________________________ or Social Security: ___________________________
Are you currently employed by a TRS-covered employer? ☐ Yes ☐ No

Employer Name, if yes: ____________________________________________________________

Do you receive a monthly retirement check from TRS? ☐ Yes ☐ No

Info. Provided By (print name): ___________________________________________________

Title: __________________________________________________________________________

Phone: ___________________________ Fax: ___________________________

Email: _________________________________________________________________________

Signature: _____________________________________________________________________

Date: ________________________________
EDGAR COMPLIANCE CERTIFICATIONS

Galveston ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (EDGAR). Part of the process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Galveston ISD along with your agreement.

The following certifications and provisions are required and apply when Galveston ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. 200.326, all contracts, including small purchases awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

(A) 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.

Does Vendor agree? YES Initials of Authorized Representative of Vendor

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

Does Vendor agree? YES Initials of Authorized Representative of Vendor


Does Vendor agree? YES Initials of Authorized Representative of Vendor

(D) 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 sub recipient 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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(E) 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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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 sub recipient 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 sub recipient 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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

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

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

(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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor


Does Vendor agree? YES  Initials of Authorized Representative of Vendor
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Galveston ISD 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).

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

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

Vendor agrees that the Inspector General of the District 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.

Does Vendor agree? YES  Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does Vendor agree? YES  Initials of Authorized Representative of Vendor
Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. 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, Zip Code:

Phone:

Printed Name:

Title of Authorized Representative:

Email Address:

Signature of Authorized Representative: