



GREENVILLE INDEPENDENT SCHOOL DISTRICT

Request for Proposals #24-001

Exclusive District Beverage Services

Issued by:

Greenville Independent School District

Closing:

2:00 p.m.

August 09, 2023

NOTICE TO BIDDERS

RFP #24-001 EXCLUSIVE DISTRICT BEVERAGE SERVICES

Firm Name _____ **Date** _____

Address _____ **Phone** _____

Proposals will be opened at **2:00 p.m. CST on Friday, August 09, 2023** at the Wesley Martin Administration Building, Finance Department, 4004 Moulton St., TX 75401. Sealed proposals must be properly labeled on the **OUTSIDE** of the envelope as follows:

RFP #24-001– Exclusive District Beverage
Services

Brenda Russell, Director of Finance
4004 Moulton Street
Greenville, Texas 75402

Physical address for delivery of proposal is the Wesley Martin Administration Building, Finance Department, 4004 Moulton St. Greenville, TX 75401.

Any requests for additional information pertaining to these specifications, should be directed in writing by email to Deidra Reeves, CFO at martinc@greenvilleisd.

No proposal will be considered which is not submitted on the attached “Bid Document” form signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.

Number of Submittals. One (1) executed original marked “Original”, two (2) copies marked “Copy” and one thumb drive marked RFP 24-001 including all other submittals required by the RFP. The original must be marked clearly on the outside cover with “**ORIGINAL**”.

GENERAL CONDITIONS

GENERAL TERMS, CONDITIONS AND REQUIREMENTS FOR SOLICITATIONS.

1. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened. Please note that the words "proposal" and "bid" may be used interchangeably throughout this packet but shall have the same meaning. The words "bidder", "proposer", "contractor", and "vendor" may also be used interchangeably.
2. Bids must be received in the Greenville ISD Purchasing Department office before the hour and date specified. DO NOT FAX YOUR BID! The Greenville Independent School District may also be referred to herein as Greenville ISD, GISD, District or School District.
3. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.
4. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.
5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.
6. All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.
7. Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.
8. Installation: The successful bidder shall provide the following services on the items bid, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.
 - a) Provide transportation of items to the facility.
 - b) Place the items in the proper location within the facility.
 - c) Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
 - d) Provide adjustment by a trained installation mechanic.
 - e) Remove all debris from site.
9. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.
9. Any catalog, brand name, or manufacturer's reference used in the bid is descriptive and not restrictive and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

10. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
11. The Board of Trustees of Greenville Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serves the interest of the District.
12. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.
13. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.
14. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the Greenville Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the Greenville Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
15. It is not the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be considered to determine the best value for the District.
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district
 - f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - g. the total long-term cost to the district to acquire the vendor's goods or services; and
 - h. any other relevant factor specifically listed in the request for bids and proposals.
16. The contract will be awarded in the best interest of Greenville Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.
17. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.
18. The Greenville Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.
19. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. GISD reserves the right to delete vendors that do not respond appropriately.

20. All Bidders must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "Bidders Certification", "Debarment and Suspension Certification Form", "Certification Regarding Lobbying", "Clean Air & Water Act Form", "Conflict of Interest Questionnaire", "W-9 Form", "Certificate of Interested Parties", and "Deviation/Compliance Signature Form", or "No Bid Notification" enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.
21. Bid results will be presented to the Greenville Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening.
22. It is the policy of the Greenville Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
23. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
24. Awarded vendor agrees the pricing provided GISD is the best pricing provided in Texas. If better pricing is provided to other districts GISD pricing will reflect that improvement from that point of award.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Bid Document the vendor certifies that:
 2. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
 3. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.
4. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.
5. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the GISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the GISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by the GISD Chief Financial Officer.
6. This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in HUNT County.
7. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination; freight prepaid, to Greenville Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
8. NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
9. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
10. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the Greenville Independent School District 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. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

11. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
12. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment or delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.
13. ASSIGNMENT-CLAIMS: Vendor and the Greenville Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.
14. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
15. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.
16. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
17. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
18. INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written requests vendor will defend, at its own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Greenville Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.
19. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Greenville Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Hunt County.
20. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Greenville Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

21. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
22. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
23. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.
24. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Greenville Independent School District, termination for non-availability of funding and for prepayment, without penalty.
25. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
26. INFRINGEMENT: Contractor agrees to protect Greenville Independent School District from claims involving infringement or copyrights.
27. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.
28. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the GISD may terminate the vendor's contract for cause as provided by the remainder of this section.
29. If any delay or failure of performance is caused by a Force Majeure event as described in section #20 of this Standard Terms and Conditions document entitled "Force Majeure," the GISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.
 - a. Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

- b. Valid causes for termination of this contract will include, but are not limited to:
- c. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
- d. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
- e. The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of GISD.
- f. The vendor's incomplete response to the Bid Document.
- g. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the GISD.

30. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

31. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

32. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the documents.

33. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. ***It is your responsibility to obtain any addenda that pertains to this bid.*** We are no longer mailing the specifications or addenda. GISD will post this proposal and any addenda @ www.greenvilleisd.com/departments/finance/purchasing.

34. Price increases for additional year will be negotiated at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

35. Negotiations for additional years and price restructuring must be completed before date of renewal.

SCOPE OF WORK

The Greenville Independent School District is requesting proposals for an Exclusive Beverage Agreement beginning September 1, 2023. The products involved include, but not limited to, carbonated and non-carbonated drinks, sports drinks, juices, isotonic drinks, and bottled water. The services to be provided will involve, but not be limited to, vending machines and concession stands to serve football, soccer, track, baseball and softball; indoor concession stands to serve sporting events, fine arts performances and any other extra activities and any locations approved where concession services are needed.

It is the District's intent to enter into an Exclusive Agreement with one Selected Firm for beverage vending and dispensing and other beverage services. The prospective firm is to propose a commission for "full service" and a per case price for products offered under "wholesale". No separate agreements with campuses or Greenville ISD departments or functions are permitted. In order to achieve this goal, the Selected Firm is requested to provide those goods and services outlined in this section. The Selected Firm is to supply, install and maintain drink vending and dispensing machines in locations within the District. In exchange for financing of instructional needs, full service operations and competitive commissions throughout the District, the District will award vending and dispensing rights to the company providing the best value proposal. Greenville ISD reserves the right to reject any and all proposals.

Proposal shall include all schools in the District, Athletic Facility, Concession Stands, Administrative Buildings and Maintenance/Warehouse Complexes as indicated in the specifications provided. The Greenville ISD is a District with approximately 5400 students and 800 employees and includes 9 school facilities and 3 administrative facilities. Any new facilities will be added to this contract as they are completed.

Current Exclusive Contract with Pepsi

The Greenville ISD currently has an exclusive beverage agreement with Pepsi for the exclusive promotional, advertising, and beverage availability rights with respect to all campus and facilities, including stadiums. This contract expires August 31, 2028. At the expiration of this contract, the awarded concessionaire will be given the directive from the Greenville ISD in regards to the sale of beverages.

OVERVIEW OF THE RFP PROCESS

The Greenville Independent School District (District) seeks an experienced firm to provide financial support to the District in exchange for certain promotional and availability rights for beverages. This Request for Proposal (RFP) is part of a competitive procurement process which helps to serve the District's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this bid process shall not be confused with the different process of Request for bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however; price is not required to be the determinative factor, although it may be, and the District has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm's business entity receiving this RFP is referred to as a "firm" and the firm selected to provide services for the District is referred to as the "Selected Firm". This RFP states the instructions for submitting proposals, the procedure and criteria by which a firm may be selected and the contractual terms by which the District proposes to govern the relationship between it and the Selected Firm.

The beverages that can be considered part of the pouring rights portions of this RFP include, but are not limited to, carbonated and noncarbonated drinks, juices, isotonic drinks, sports drinks and bottled water.

SPECIFIC TERMS AND CONDITIONS

1. It is the intent that this Proposal will be awarded to one contractor to ensure an uninterrupted source of service. However, award will be made in the best interest of Greenville ISD. Greenville Independent School District reserves the right to negotiate with any or all respondents and accept or reject any and/or all proposals, to waive any formalities and/or irregularities and to award in the best interest of the School District.

2. **Length of Contract: All responses to this RFP shall be for a five-year (60 months) agreement between the District and the provider beginning September 1, 2023 and ending August 31, 2028.** Any change to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. Any negotiated terms must be agreed to by the District. In that event, any negotiated items must be placed in writing and provided as an amendment to the contract. All proposers must agree to fully warrant and guarantee all information in its response.

2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

3. Final Evaluation of the bid will be based on the Texas Educational Code 44.031 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the "Pricing Sheet"

Evaluation Criteria	Point Value
Price, commission, sponsorship	50
Reputation of the vendor and vendor's goods or services	10
Quality of the vendor's goods or services	10
Extent to which the goods or services meet the district's needs	13
Vendor's past relationship with the district	2
Impact of district's compliance with laws and rules relating to Historically Underutilized Businesses	0
Principal place of business or number of employees in the State	0
Total long-term cost – commission, sponsorship	15
Other relevant factors specifically listed in this RFP	0
Total Points	100

4. Timetable:
 - Release RFP July 10, 2023
 - Deadline for Questions July 31, 2023 – 12:00 Noon CST
 - Deadline for Submittal of Proposal Aug 9, 2023 – 2:00 p.m. CST
 - Recommendation to Board of Trustees August 15, 2023 (Tentative)

5. In order for your proposal to be considered **you must include all of the properly executed documents** included in this RFP and listed on the form's checklist, page 31. All responses must be legible and signed in order to be considered.

7. **QUESTIONS**
 - a. Any explanation desired by a Proposer regarding the meaning or interpretation of this Solicitation, or any forms included herein, must be requested in writing with sufficient time allowed for a reply to reach Proposer before the submission of a proposal.

- b.** Verbal requests for clarification or additional information will not be addressed and will not be binding and will not be made part of the bid documents.
 - c.** No contact shall be made with the District requestor unless specifically authorized by the Greenville ISD Finance Department. Failure to comply with this requirement may be grounds for rejection of Solicitation Response.
 - d.** All interpretations or clarifications considered necessary by and approved by the District, in response to Bidder's request, will be issued by written Addenda.
 - e.** Oral and other interpretations or clarifications will be without legal effect. Any interpretations, corrections, approvals, supplemental instructions or changes to the Solicitation Documents will be made by written Addenda. Only questions answered by written response from the Buyer will be binding. Sole issuing authority of addenda shall be vested in the District.
 - f.** The District is not responsible for any other explanation or interpretations which anyone presumes to make.
 - g.** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
8. The district reserves the right to reject any and all proposals, the right in its sole discretion to accept the proposal it considers most favorable to the district's interest, and the right to waive minor irregularities in the procedures. The district further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The district also will be the sole judge as to the definition of "district's best interest."
 9. The specifications attached to these instructions to offerors establishes a standard of quality desired by the District. Any offeror may submit his proposal on any article, which substantially complies with these specifications as to quality and workmanship. The District reserves the right to make selections of materials purchased, based on its best judgment as to which articles substantially comply with the strength and quality required by the specifications.
 10. Detailed Nutritional value of **ALL** products proposed must be submitted with proposal.
 11. Delivery must be made to each campus. All costs of delivery, freight or packing are to be borne by offeror. The District will consider delivery complete only when all items, which are considered a part of any unit, are delivered in full.
 12. The offeror shall hold the District, its officers and agents, and employees harmless from liability of any nature of kind on account of use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this proposal.
 13. The successful vendor will be granted the right to advertise its products on its vending machines and at concession stands, subject to approval by the Greenville I.S.D. regarding the size, wording, type and location of such advertisements: the approval by the District will not be unreasonably withheld.
 14. The successful vendor shall provide full service operations to the District. Prices shall remain competitive throughout the term of the agreement.

15. Grant of Beverage Availability and Beverage Merchandising Rights. District hereby grants to Beverage Provider the following exclusive beverage availability and merchandising rights:

(a) Beverage Availability on Campus. Beverage Provider shall have the exclusive right to make Beverages available for sale and distribution on Campus. District agrees that Products shall be the exclusive Beverages sold, dispensed, served or sampled at all locations and at all functions on the Campus with the exception of Taste Test Contracts for fundraisers. District agrees that District and all other persons serving Beverages on Campus, including without limitation concessionaires, student organizations and food service vendors shall purchase all (100%) of their vending requirements for Products and carbon dioxide from Beverage Provider. This does not apply to Food Service Management Company providing cafeteria services, PTO or Booster Clubs. In particular, District shall cause each School administration to do the following:

(b) Offer a wide variety of Beverage Provider's carbonated and noncarbonated Products to high school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations. District represents and warrants that current federal and state regulations permit the sale of Beverages in high schools at all hours at all places, except that (x) carbonated and noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume; and (y) Products other than 100 % juice or non-carbonated water may not be served or available to high school students in food service areas during meal periods. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on high school campuses.

(c) Offer a wide variety of Beverage Provider's carbonated and noncarbonated Products to middle school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations. District represents and warrants that current federal and state regulations permit the sale of Beverages in middle Schools, except that (x) carbonated Beverages may not be served or available to junior high students anywhere on junior high campuses until after the end of the last lunch period; (y) carbonated and noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume; and (z) Products other than 100% juice or non-carbonated water may not be served or available to middle school students anywhere on middle school campuses during meal periods. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on middle school campuses;

(d) Offer a wide variety of Beverage Provider's noncarbonated Products to elementary school students during all hours and at all locations in the Schools, except where not permitted by federal or state regulations (and except for teachers' lounges and extracurricular activities, at which carbonated and noncarbonated Products shall be offered). District represents and warrants that current federal and state regulations permit the sale of noncarbonated Beverages in elementary schools, except that (x) noncarbonated Beverages (except water) must only be served in containers of 12 oz. or less in volume (fruit drinks and frozen slushes, which must contain a minimum of 50% fruit juice, must only be served in containers of 6 oz. or less); and (y) Products other than 100% juice or non-carbonated water may not be served or available to elementary school students anywhere on elementary school campuses throughout the school day until after the end of the last scheduled class. District further represents and warrants that current federal and state regulations place no portion size or serving time restrictions on noncarbonated bottled water on elementary school campuses.

(e) The district will not allow beverages to be sold that are in competition with the soft drink vendor's current product with the exception of the Food Service Department. In the event that the District needs other beverages which cannot be supplied by the soft drink vendor due to packaging and/or statutory mandates, the District shall have the right to purchase these beverages from other sources.

16. Operator will comply with the FMNV guidelines of the Texas Public School Nutritional Policy. If any violation (products found not to be in compliance), operator agrees to pay any fines or penalties.

17. Definitions.

(a) "Agreement Year" means each twelve-month period beginning with the first day of the Term.

(b) "Beverage" or "Beverages" shall mean all nonalcoholic beverages of any kind, but shall not include fresh-brewed unbranded coffee and tea products, unflavored dairy products, water drawn from the public water supply or unbranded juice squeezed fresh on the Campus.

(c) "Campus" means the entire premises of each and every School and facility owned or operated by District either now or in the future, including without limitation, all elementary, junior high, high, post-secondary and alternative schools, athletic facilities, offices, auxiliary service facilities, and including for each such location, the grounds, parking lots, all buildings which are a part of the location, all cafeterias, faculty and staff lounges, dining facilities, branded and unbranded food service outlets, concession stands, press rooms, sky boxes, stadium suites, vending locations, and players' benches, sidelines and locker rooms. The defined terms "Schools" and "Stadium" are included within the collective term "Campus."

(d) "Competitive Products" means any and all Beverages other than Products (as defined herein).

(e) "Products" shall mean Beverage products purchased directly from Beverage Provider or sold through vending machines owned and stocked by Beverage Provider.

(f) "Stadium" shall mean the Cotton Ford Football Stadium including, but not limited to, the grounds, parking lots, all buildings which are part of the Stadium, all concession stands, dining facilities, branded and unbranded food service outlets, press rooms, sky boxes, stadium suites, vending and players' benches, sidelines and locker rooms.

(g) "Team" or "Team(s)" means all interscholastic athletic teams associated with District.

18. All District property and facilities are a "drug free zone." No one may use, consume, carry, transport or exchange tobacco, cigarettes, or illegal drugs while in a school district building or while on school district property. The selected vendor, its company, and its employees shall adhere to this policy.

19. Each respondent must give notice to the District if a person, owner or operator of the business has been convicted of a felony. The District may terminate a contract with a selected vendor if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. Vendor accepts full responsibility for adhering to Senate Bill 9 requirements. The vendor shall thoroughly investigate the background of each employee assigned to GISD property and shall not assign any employee on a full or part-time basis who has been convicted of a felony or crime involving moral turpitude or any relationship with a child. When personnel are on the campus, there should be no contact or interaction with students.

20. Contract Transfer or assignment of by the Vendor is prohibited

21. If at any time, the selected vendor defaults and/or breaches its performance of any obligations specified in this RFP, the District reserves the right to terminate the contract by giving written notice of default. Unless such default and/or breach is cured within ten (10) days from the date of written notice, the contract shall be automatically terminated.

22. Any product sold by the Child Nutrition Department in the campuses shall not be a part of the contract.
23. The District retains at its discretion any decision regarding vending prices for students or staff. Vendors are requested to propose vending prices for full service. Established machine pricing will be consistent throughout the district. Any increase in machine prices will be approved by and coordinated with the Chief Financial Officer only.
24. All items and service must conform to all appropriate local, state, and federal laws, ordinances and regulations.

SPECIFICATIONS

MACHINE SPECIFICATIONS

Drink Machines: Must have a minimum of 8 selection bars per machine. Specifications for machine must be submitted with proposal. Smaller drink machines may be required at some locations if requested by the building administrator. Dollar bill validators are required on all drink machines. Machines are to be delamping.

1. INSTALLATION OF MACHINES

The successful vendor will be required to furnish all equipment necessary and install the machines in all GISD locations at no additional expense to GISD. The vendor will be responsible for all damages to school property caused by the equipment or by vending personnel. The vendor will be responsible for all placing and removal costs. If additional electrical is required, it will be the responsibility of the successful vendor to work with GISD staff to get the work performed.

2. SECURITY OF MACHINES

The vendor will be responsible for the security of the machines. No keys will be kept at the buildings.

3. SERVICING OF MACHINES

All machines must have change and have adequate escrow for the day's business. The successful vendor will provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning the commission check to the school. A schedule for removal of money, counting of money and returning the commission check to the school **is required in the proposal document**. A schedule for servicing the machines will be worked out between the building administrator and the successful vendor.

4. PRODUCT QUALITY

All items stocked in the vending machines must be fresh items. No "out-of-date" items will be accepted. The vendor will fully reimburse all locations for all items found to be out of date or of unsatisfactory quality.

5. SERVICE REQUIRED

The successful vendor will be required to place the number of machines requested by each campus. The locations will be as specified by the principal or building administrator. The machines will be delivered on

an assigned schedule to be developed by the District and the successful vendor. The vendor will provide to the Greenville ISD Finance Department a detail of total sales on a monthly basis at each location for each month of the contract. Commissions must be paid to each building administrator by the 10th of the following month. Failure to do so could justify immediate cancellation of the contract.

6. REPAIR OF MACHINES

The machines will be kept clean, repaired and neat in appearance at all times by the vendor. Should a problem occur, the awarded vendor will respond within four working hours of receiving the call. Working hours are from 8:00 a.m. until 4:30 p.m., Monday through Friday, excluding school holidays.

7. PRICING

There must be a 30-day prior written notice to the Greenville ISD Finance Department for all price increases. All price increases must be justified in writing by raw material and labor cost. Letters from raw material providers and/or labor cost increases will be required. The rate of commission will remain firm for the period of the contract. Any price increase will be negotiated with and agreed to by the Chief Financial Officer.

8. CHANGE OF MACHINE LOCATION

The vendor agrees to change, add or eliminate machine locations at the request of the campus administrator upon consultation with the building administrator.

9. CONTRACT TERM

A contract will be awarded to the successful offeror on a five-year basis. This contract will begin on September 1, 2023. This contract can be cancelled at any time if service, performance and product specifications are not satisfied or if price changes are not approved by Greenville I.S.D.

INSURANCE REQUIREMENTS

The vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the vendor and Greenville ISD from claims set forth below which may arise out of, or result from, the operations of the vendor or any sub-contractor. Vendor shall furnish Certificates of Insurance including "Additional Insured" and "Waiver of Subrogation" Endorsements, before vendors product is delivered or installed. Certificates of such insurance shall be subject to approval by Greenville ISD as to company providing insurance, and manner and adequacy of insurance protection. Vendor shall, during the performance of this Agreement, keep in force the following insurance:

a.	Workmen's Compensation	Statutory
b.	Employer's Liability	\$1,000,000.
c.	Commercial General Liability	
	Combined Single Limit (Bodily Injury & Property Damage)	
	Each Occurrence Limit	\$1,000,000.
	Personal Injury & Advertising	\$1,000,000.
	Aggregate Limit	\$2,000,000.
	Products & Completed Operations	\$2,000,000.
d.	Comprehensive Automobile Liability (Combined Single Limit) Including Non-Owned & Hire Car Liability	\$1,000,000.
e.	Umbrella / Excess Liability Combined Single Limit	\$1,000,000.

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to Greenville ISD.

Such policies of insurance shall be written by companies authorized by the State Board of Insurance (Texas) to conduct business in the state and which are satisfactory to Greenville ISD.

Vendor shall not commence installation, demonstration or placement of his product under this Agreement until satisfactory evidence of such insurance has been delivered to and approved by Greenville ISD.

Self-Insurance: A vendor who self-insures for Workers Compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission. The bidder/prospective vendor certifies that he/she possesses such certificate, and shall furnish a copy of the certificate. Vendors who elect to self-insure must furnish the Greenville ISD a copy of their Certificate of Authority to Self-insure.

Certificate of Insurance with "Additional Insured" & "Waiver of Subrogation" **endorsements** must be presented prior to start of service. Policy must reflect Greenville ISD, its Officers, Elected Officials, Employees, Representatives or Agents as "Additional Insured" or "co-insured". Certificate must show Greenville ISD, its Officers, Elected Officials, Employees, Representatives or Agents as an "Additional Insured for Commercial General Liability, Comprehensive Automobile Liability and Umbrella/Excess Liability. Commercial General Liability, Comprehensive Automobile Liability, Umbrella/Excess Liability and Workers' Compensation will include a "Waiver of Subrogation" in favor of Greenville ISD, Its Officers, Elected Officials, Employees, Representatives or Agents.

The vendor shall either: (1) require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Commercial General Liability, Comprehensive Automobile Liability, and Umbrella / Excess Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its subcontractors' in its own policy.

All subcontractors hired by vendor must be held to the same conditions and standards as stated above and vendor will maintain all certificates of insurance for such subcontractors. Vendor will furnish such certificates within 10 days upon written or oral request from Greenville ISD.

PROPOSAL BID FORM

Exclusive Beverage Service to all Greenville ISD Facilities.

Submitted by: _____ Company _____

Term of Contract: September 1, 2023 through August 31, 2028

Approximate Population: Currently 5400 Students plus, 800 Staff, 9 School Facilities and 3 Administration Facilities.

Products offered under the Exclusive Beverage Agreement must comply with the Texas Nutrition Policy as found online at www.squaremeals.org. Vending fees will be paid for full service machines only.

Commissions:

<u>Item</u>	<u>Proposed Vend Price</u>	<u>Proposed Commission Percentage</u>
12 oz. Soft Drink _____	_____	_____
20 oz. Soft Drink _____	_____	_____
12 oz. Juice _____	_____	_____
20. oz. Water _____	_____	_____
20 oz. Sport Drink _____	_____	_____
Other – please list _____	_____	_____

Concession and Food Service Prices:

<u>Item</u>	<u>Price Per Case (24 units)</u>
12 oz. Soft Drink _____	_____
20 oz. Soft Drink _____	_____
12 oz. Juice _____	_____
20. oz. Water _____	_____
20 oz. Sport Drink _____	_____
Other – please list _____	_____

Cup Pricing (Styrofoam)

CUPS	PER UNIT PRICING	EXTENDED AMOUNT
12 oz. 2,400 Cups	\$ _____ ea.	\$ _____
20 oz. 1,200 Cups	\$ _____ ea.	\$ _____

Cup Pricing (Paper)

CUPS	PER UNIT PRICING	EXTENDED AMOUNT
12 oz. 2,400 Cups	\$ _____ ea.	\$ _____
20 oz. 1,200 Cups	\$ _____ ea.	\$ _____

Cup Lids

LIDS	PER UNIT PRICING	EXTENDED AMOUNT
12 oz. 2,400 Lids	\$ _____ ea.	\$ _____
20 oz. 1,200 Lids	\$ _____ ea.	\$ _____

Provide list of additional products available for purchase and pricing proposed.

SPONSORSHIP YEAR 1-5

Grant Exclusive Beverage Promotional, Availability and Beverage Merchandising Rights

A. In consideration of this exclusive entitlement to sell, distribute, sell, pour, and market Beverage and Sports Drink products granted to the Contractor by the District in this agreement and the District's associated covenants herein contained, the Contractor shall pay the District an initial (first year) cash sponsor- ship.

\$ _____

B. On July 1, of each successive year of this agreement, the Contractor shall pay the District an annual cash fee within twenty-one (21) calendar days of the anniversary date as follows:

1) On the commencement of Year Two \$ _____

2) On the commencement of Year Three \$ _____

3) On the commencement of Year Four \$ _____

4) On the commencement of Year Five \$ _____

Please list additional incentives, promotions, and services your firm proposes to GISD for consideration.

a. _____ b. _____

c. _____ d. _____

GISD Facility Locations

Campus	Address	City	State	Zip Code
Greenville High School	3515 Lion's Lair	Greenville	TX	75402
Greenville Middle School	3611 Texas St.	Greenville	TX	75401
Houston Education Center	3923 Henry St.	Greenville	TX	75401
Travis Intermediate School	3201 Stanford St.	Greenville	TX	75401
L.P. Waters Early Childhood Center	2504 Carver St.	Greenville	TX	75401
Bowie Elementary	6005 Stonewall St.	Greenville	TX	75402
Carver Elementary	2110 College St.	Greenville	TX	75401
Crockett/Johnson STEM	1316 Wolfe City Dr.	Greenville	TX	75401
Lamar Elementary	6321 Jack Finney Blvd.	Greenville	TX	75402
New Horizon High School	9315 Jack Finney Blvd.	Greenville	TX	75402
Wesley Martin Administration Building	4004 Moulton St.	Greenville	TX	75401
GISD Transportation Dept.	3703 Templeton St.	Greenville	TX	75401

FORM A

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number _____

Fax Number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20__

Notary Public in and for the State of _____

Company Name _____

FORM B

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 9, Section 44.034 of Texas Education Code, 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.

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Texas Education Agency Amendment to 19 TAC 153.1101 and new rule 19 TAC 153.117 regarding criminal history checks of contractor employees provide the school district with rules interpreting Texas Education Code §22.0834. The rules define continuing contract duties, direct contact with students and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, a criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the Project, and the duties are or will be performed on Owner's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Owner's property or other location where students are regularly present. Owner shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on District property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - Controlled substances; or
 - Property; or
4. Any other offense the District believes might compromise the safety of students, Staff or property.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on GISD campuses have been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type):

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____

B. 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): _____

Signature of Company Official: _____ Date: _____

(Name should be the same as on the affidavit-Form A)

C. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____ Date: _____

FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature _____

Print Name _____

I certify that _____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

(City and State)

Signature _____

Print Name _____

FORM D

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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. Contractors 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.

By submitting this offer and signing this certificate, this bidder:

- ◆ Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(printed)

Signature of Company Official: _____

Date: _____

FORM E

Certification Regarding Lobbying

Applicable to Grants, Sub-Grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

FORM F

Clean Air & Water Act

I, the Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Proposer Name _____

Title of Authorized Representative _____

Mailing Address _____

Signature _____

FORM G

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

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

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

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

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

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 seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

**Greenville ISD
PO Box 1022
Greenville, TX 75403-1022
903-457-2500/Fax 903-457-2575**

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

or

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

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

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 1099-A (acquisition or abandonment of secured property)

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

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

FORM I

Information regarding the necessity and completion of this form may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is NO interested Party. <input type="checkbox"/>			
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.			
		_____ Signature of authorized agent of contracting business entity	
AFFIX NOTARY STAMP / SEAL ABOVE			
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.			
_____ Signature of officer administering oath		_____ Printed name of officer administering oath	
_____ Title of officer administering oath			
ADD ADDITIONAL PAGES AS NECESSARY			

Sample form to be generated after the online registration has been completed.

FORM J

DEVIATION/COMPLIANCE SIGNATURE FORM

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid 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 Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

_____ No Deviation

_____ Yes Deviations

If yes is checked, please list below.

FORM K

NO BID NOTIFICATION

VENDOR NAME _____ AGENT'S NAME _____

ADDRESS _____ BID NUMBER _____

DESCRIPTION _____

The Greenville Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials, equipment, and services. Therefore, it is important for us to determine why you are not bidding. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product or service

_____ Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined)

_____ Specifications are "too tight" or written around a particular product.

(Please elaborate) _____

_____ Cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined)

_____ Time frame for bidding was too short for my company.

_____ Not previously awarded a contract by GISD when you felt you were low bidder or offered best value to GISD.

_____ Other: _____

Please indicate your choice for future notifications.

_____ I wish to be notified.* _____ I do not wish to be notified.

*The Greenville ISD will make an effort to notify your company, but your selection to be notified does not state or imply a guarantee of notification by the Greenville ISD.

The signing of this form confirms your company is not submitting a proposal and cannot be an awarded vendor for this bid. Do not sign or return this form if your company intends to participate in this bid.

SIGNATURE _____

DATE _____

FORMS CHECKLIST

- _____ Completed – Affidavit of Non-Collusion - Form A
 - _____ Completed – Felony Conviction Notification - Form B
 - _____ Completed – Bidder’s Certification – Form C
 - _____ Completed – Debarment or Suspension Certification Form – Form D
 - _____ Completed - Certification Regarding Lobbying - Form E
 - _____ Completed - Clean Air & Water Act – Form F
 - _____ Completed – Conflict of Interest Questionnaire (CIQ) – Form G
 - _____ Completed – W-9 – Request for Taxpayer Identification Number – Form H
 - _____ Completed – Certificate of Interested Parties – Form I
 - _____ Completed – Deviation/Compliance Signature – Form J
- OR
- _____ No Bid Notification – Form K**

**Do not sign or return this form if your company intends to participate in this bid.