

REQUEST FOR PROPOSALS

Gonzales Independent School District
1615 St. Louis Street
Gonzales, Texas 78629
Telephone: (830) 672-9551

Issue Date: July 16, 2026
RFP #25-003

RFP Title: Temporary Bleacher Rental Services
RFP Due: Tuesday, July 28, 2026 at 2 pm CST

INTRODUCTION TO BIDDERS

The Gonzales Independent School District (herein referred to as “Gonzales ISD” or “GISD”) is requesting proposals for “Bleacher Rental Services”. Proposals (herein referred to as “bid”, “RFP”, “Quote”, or “proposal”) will be received by the Gonzales ISD at the Administrative Office, 1615 St. Louis Street, Gonzales, Texas 78629.

The following instructions by the Gonzales ISD are intended to afford bidders an equal opportunity to participate in the request for proposal.

Gonzales ISD reserves the right to reject any and all proposals submitted, to request additional information from one or all proposers, and negotiate any and all terms of the proposal if deemed necessary.

SCOPE

Gonzales ISD requests proposals for bleacher rental services for the term August 28, 2026 through November 9, 2026 (with a month-to-month extension option).

ADDENDUMS

It is the responsibility of the vendor to make sure all addendums are received. Addendums can be found on our website at <https://www.gonzalesisd.net/Page/171>.

PROPOSAL OPENING

All responses will remain confidential until the award is made.

BONDS

There will be no bonds requested for this proposal.

PRICING AND CONTRACT

Prices must be firm until award unless otherwise specified in the solicitation.

PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT. If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract, provided, however, that the vendor may offer incentive discounts from this fixed price to the District at any time during the contractual term.

SPECIFICATIONS

The successful vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of any contract or agreement.

Item	Quantity	Articles and Descriptions	Price per Unit	Amount
1.		Seating for 200 - 250 people per side		
2.		Bleachers are to be placed on each end zone (north & south - see aerial map)		
3.		Rental Timeframe - Aug 28 - Nov. 9, 2026 (with the option to possibly use again during Soccer season (Dec. 1, 2026 - March 13, 2027) if needed.		
4.		Installation by Friday, Aug. 28., 2026 and removed by Monday, Nov. 9, 2026 (pending not needing them for Soccer season).		

Quantities may vary.

The SUCCESSFUL VENDOR IS RESPONSIBLE for assuring that all of his company's employees, agents, representatives, subcontractors, subcontractors' employees, agents, and representatives, and anyone else performing any aspect of the work are notified of these requirements.

SUPPLIER'S WARRANTY RESPONSIBILITY

The successful vendor(s) is ultimately responsible for and must assure the District that any warranty service shall be performed to the satisfaction of the District, regardless of whether the successful vendor or his agent performs the warranty work. If there is a question of whether it is the responsibility of the successful vendor or the equipment manufacturer to repair a given defect, then it shall automatically become the successful vendor's responsibility to see that the repair(s) is made to the satisfaction of the District.

PENALTIES

Upon refusal of the successful vendor to make satisfactory and timely adjustment(s), the District reserves the right to claim and recover from said successful vendor by due process of law, such sums as may be sufficient to correct the error or make good the defect in material and/or workmanship.

QUESTIONS

Questions in regard to this bid must be submitted in writing to the district at presleigh.bustos@gonzalesisd.net no later than seven (7) days before the proposals are due. Answers to questions will be posted as an addendum to the GISD website at <https://www.gonzalesisd.net/Page/171>.

SUBMISSION OF PROPOSAL

Proposals must be submitted on the forms furnished. Signed proposals shall be submitted no later than **July 28, 2026 at 2:00PM**.

All responses to this request for proposals must meet the following conditions to be considered:

- The Gonzales ISD will not be liable for any cost incurred in the preparation of any response.
- Faxed proposals will not be accepted.
- Proposals shall remain valid for sixty (60) calendar days after the proposal due date.
- PLEASE INDICATE PROPOSAL NUMBER AND NAME ON THE OUTSIDE OF THE ENVELOPE.
- Mail or deliver to **Gonzales ISD Administrative Office, Attn: Finance Department, 1615 St. Louis Street, Gonzales, Texas 78629** to have it delivered during normal business hours by the specified due date and time. Submissions can be emailed to **presleigh.bustos@gonzalesisd.net**.
- No late submissions will be accepted.
- Bids may be withdrawn prior to the time due by written notice only.

RESERVATIONS

The District expressly reserves the right to:

- Reject any or all solicitation responses;
- Waive minor deviations from specifications, if the District determines that overall cost of the goods or service will be lower and the overall function is improved or not impaired;
- Waive any minor informality or deficiency in any solicitation procedure;
- Cancel the solicitation;
- Reissue a solicitation;
- Specify approximate quantities;
- Increase or decrease the quantity specified in the solicitation;
- Consider and accept alternate solicitations, if specified in the solicitation, when it is considered in the best interest of the District;
- Procure any goods or services by other means;

- Purchase no goods or services.

PROPOSAL SELECTION CRITERIA

This is a negotiated procurement, and as such, award will not necessarily be made to the proposer submitting the lowest fee/cost proposal.

The District shall accept the proposal it deems to be in the best interest of the District.

Award of contract resulting from this solicitation shall be under the selection process described below. GISD will determine at the time of submission if each proposal meets all submittal requirements to be qualified as valid proposals. The proposal review committee will be composed of a minimum of two members, which may include, but not be limited to the Superintendent, Chief Financial Officer, Financial Operations Specialist , Athletic Director and any other persons deemed necessary, who will evaluate valid proposals submitted in response to this solicitation.

In determining whom to award a contract, the District shall consider the following items in accordance with Texas Education Code 44.031:

- The purchase price;
- The reputation of the vendor and of the vendor's goods or services;
- The quality of the vendor's goods or services;
- The extent to which the goods or services meet the District's needs;
- The vendors past relationship with the District;
- The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
- The total long-term cost to the District to acquire the vendor's goods or services;
- Any other relevant factor specifically listed in the request for bids or proposals.

PROJECT TIMELINE

July 16: Advertisements & Specifications released
July 28: 2:00 p.m. CST: Proposals are due
August 10: Recommendation made to the Board of Trustees
August 28: Beginning date of Contract

Submission Checklist

Proposal #25-003

Bleacher Rental Services

_____ 25-003 Bleacher Rental Services Bid/Proposal Submittal Form

_____ Representation & Certifications

_____ Felony Conviction Notice

_____ Deviation / Compliance Form

_____ Out of State Certification

_____ Debarment and Suspension Certification

_____ Affidavit of Non-Collusion

_____ References

_____ Conflict of Interest Questionnaire (Form CIQ)

_____ W-9 Form

_____ Disclosure of Interested Parties Form (Texas Ethics Commission Form 1295)

Bleacher Rental Services Bid / Proposal Submittal Form
RFP #25-003

Quantity	Articles and Descriptions	Price per Unit	Total Amount
	Seating for 250 people per side		
	Bleachers are to be placed on each end zone (north & south - see aerial map)		
	Rental Timeframe - Aug 28 - Nov. 9, 2026 (with the option to possibly use again during Soccer season (Dec. 1, 2026 - March 13, 2027) if needed.		
	Installation by Friday, Aug. 28., 2026 and removed by Monday, Nov. 9, 2026 (pending not needing them for Soccer season).		

Representations & Certifications

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Bidder, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the opening of this proposal.

Company Name: _____

Mailing Address: _____

Phone Number: _____ Email: _____

Primary Point of Contact for Bid & Contract Related Correspondence: _____

Signature of Company Official Authorizing this Bid/Proposal: _____

Company Official's Printed Name & Title: _____

Felony Conviction Notice

State of Texas Legislative Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states that "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

VENDOR'S NAME _____

Place a checkmark in the statement that best describes your firm:

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

_____ My firm is not owned or 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 felony:

Name of Felon(s) _____

Details of Conviction(s) _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) _____

Signature of Company Official _____

Deviation / Compliance Form

If the undersigned Proposer intends to deviate from the Terms and Conditions or Specifications listed in this Bid/Proposal invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. Gonzales ISD will consider any deviations in its Proposal award decisions, and Gonzales ISD 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 Proposer assures Gonzales ISD of their full compliance with the General Terms and Conditions, Item Specifications, and all other information contained in this Proposal Invitation.

_____ No Deviations

_____ Yes Deviations

List any deviations your company is submitting below, if applicable (Attach additional sheet if necessary):

Vendor Name: _____

Signature of Authorized Representative: _____

Date Signed: _____

Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

_____ I certify that my company is a “**Resident Proposer**”

Printed Company Name: _____

_____ I certify that my company qualifies as a “**Nonresident Proposer**”
(Note: You must furnish the following information)

Indicate the following information for your “Resident State” (the state your principal place of business is located in):

Company Name: _____

Address: _____

City/State/Zip: _____

Does your resident state require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? _____ Yes _____ No

If yes, what is the prescribed amount or percentage? \$_____ or _____%

Certification: I certify that the information provided above is true and correct.

Signature of Authorized Representative: _____

Printed Name: _____

Title: _____

Date Signed: _____

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 and services equal to or in excess of \$100,000 and non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms 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.

Before an award of \$100,000 or more can be made to your firm, you must certify that your 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.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

By submission of this response, the undersigned certifies that:

1. Neither the Respondent nor any of its 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 Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, 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 firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.
3. No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Gonzales Independent School District except as noted below:

Signature of Authorized Official: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Reference Sheet

References: List at least three school districts or other large organizations which this firm has supplied with similar products. **A minimum of three verifiable references is required.**

Organization	Address	Phone and Email	Contact Name

Conflict of Interest Questionnaire: Click [here](#) for a link to the form on the Texas Ethics Commission website.

W-9 Form: Click [here](#) for a link to the form on the IRS website.

Disclosure of Interested Parties Form: Click [here](#) for a link to the Texas Ethics Commission Website where the form is initiated.

Standard General Conditions

Gonzales ISD ("Buyer") is requesting bids for the purchase of 1 regular education as set forth in the proposal and that the Sellers certify that:

1. Seller of Package Goods: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: a) Seller's name and address; b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; c) Container number and the total number of containers, e.g. box 1 of 4 boxes; and d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure the lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. Title and Risk of Loss: The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. Delivery Terms and Transportation Charges: F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal, or actual cost, whichever is lower.
5. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may make a conforming tender within the contract time but not afterward.
6. Place of Delivery: The place of delivery shall be set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
7. Invoices and Payments:
 - a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.
 - b) Mail to: Gonzales ISD, Attn: Accounts Payable, 1615 St. Louis Street, Gonzales, Texas 78629. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Office advised of any changes in your remittance address.
 - c) Do not include Federal Excise, State or City Sales Tax. Gonzales ISD shall furnish tax exemption certificate, if required.
8. Gratuities: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Gonzales ISD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. 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 the amount of the cost incurred by Seller in providing such gratuities.
9. Special Tools and Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
10. Warranty Price:

a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller'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 Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b) The Seller 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 Seller for the purpose of securing business.

For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. Warranty Products: Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the Buyer. All workmanship and materials shall be warranted from the date of acceptance for the period identified in Bid Form. The Seller warrants to Gonzales ISD that all materials and equipment furnished under this solicitation will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with all requirements. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Gonzales ISD, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Seller warrants the materials, workmanship and work to be in conformance with the contract documents included in this project, for one full year from date of acceptance unless a longer warranty or special guarantee is specified. Seller shall assign to Gonzales ISD all warranties and guarantees from or rights against any manufacturer, supplier or distributor of equipment, fixtures and other material installed in or incorporated in the work at the time of acceptance. The Warranty binds the Seller to correct any work that does not conform with such contract documents or any defects in workmanship or materials furnished under this contract which may be discovered within the one year period. The Seller shall, at its own expense, correct such defect after receiving notice from Gonzales ISD by repairing same to the condition called for in the contract documents. This warranty shall cover parts, labor, travel and all other expenses.

12. Safety Warranty: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 14 days, correction made by Buyer will be at Seller's expense.

13. No Warranty By Buyer Against Infringements: As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless.

If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringement.

14. Right of Inspection: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.

16. Termination: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination"

specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Further, Buyer shall have the right to terminate this agreement for any reason upon 60 days written notice to the Seller. Notice shall be deemed delivered upon the date Buyer deposits the notice with the U.S. Postal System for delivery to Seller or with some other private courier service. Termination shall be effective on the date specified in the written notice (at least 60 days from date of mailing of the notice) and any compensation due from Buyer to Seller shall be prorated up to the effective date of termination. Such rights of termination is in addition to and not in lieu of rights of Buyer set forth in Clauses 15 and 34, herein.

17. Force Majeure: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed 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, epidemics, landslides, land sink age, lighting, earthquakes, 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. It is understood and agreed that the settlement of strikes

and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch

shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

18. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the prior written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. Waiver: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. Modifications: This contract can be modified or rescinded only by a written statement signed by both parties to the contract or their duly authorized agents.

21. Interpretation Parole Evidence: This writing 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 their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. Applicable Law: This agreement shall be governed by the Uniform Commercial Code and the laws of the State of Texas. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

23. Advertising: Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. Right to Assurance: Whenever one party to this contract in good faith has reason to question

the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a 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.

25. Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Gonzales County, Texas.

26. Prohibition Against Personal Interest in Contracts: Any board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code Chapter 171.

27. Filing of Conflict of Interest Questionnaire: Seller agrees to file Form 1295 as published by the Texas Ethics Commission and required by Texas Local Government Code §2252.908.

28. Evaluation and Award of Bids: The bid award shall be based on, but not necessarily limited to the following factors: a) price, b) special needs of each participating entity, c) Sellers past performance record, d) Sellers follow up of problems once notified. Gonzales ISD shall determine equality of items submitted in lieu of items specified.

29. Right to Reject: Gonzales ISD reserves the right to reject any and all bids.

30. Specification Variances: Gonzales ISD reserves the right to waive minor specification variances in order to award the bid it its own best interest.

31. Indirect Purchaser: Seller hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex Bus. & Com Code, Section 15.01, et seq.

32. Evaluation/Award Criteria: The criterion for evaluation of responses includes but is not limited to the following:

(a) The purchase price (50%).

(b) Reputation of the vendor's goods or services (5%).

(c) Quality of the vendor's goods or services (5%).

(d) Extent to which the vendor's goods or services meet Gonzales ISD's needs (10%).

(e) The vendor's past relationship with Gonzales ISD (20%).

(f) Total long-term cost to Gonzales ISD to acquire the vendor's goods or services (6%).

(g) Response to all required elements of this request for quote (2%).

(h) Any other relevant factor that a private business entity would consider (2%).

33. Awarding of Contract: Awarding of contract can be voided if one or both of the following conditions exist; a) Merchandise which does not meet all specifications upon initial delivery to Gonzales ISD, b) Delivery date is after the agreed upon delivery time frame established by Gonzales ISD and bidder.

34. Contract Conditioned on Continued Funding: Seller acknowledges that funding for the goods and/or services to be provided herein may be secured through specific third-party funding sources, such as appropriated categorical state and/or federal funding, public and/or private grant contracts, property taxes, Texas Education Agency decentralization funding, and/or other directed funding. Seller agrees that should circumstances occur that cause such third-party funding to cease providing the funding mechanism for the goods and services provided herein or to reduce funding by more than 30 percent, this contract becomes null and void. Buyer shall inform Seller in writing of any such circumstance. Buyer's notice shall be deemed conclusive on the matter of

reduced or eliminated funding. Upon notice, Seller agrees that it will cease providing contracted goods and/or services to Buyer and shall not charge Buyer for any goods and/or services delivered or performed beyond the date of notification. Buyer shall be liable only for a prorated cost of goods and/or services performed or delivered up to the date of termination.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this (include "bid" or "contract" as applicable) and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

