Event Information

Number:	22-014
Title:	General Purchases (Multi Award)
Туре:	Request for Proposal
Issue Date:	6/13/2022
Question Deadline:	7/5/2025 10:00 AM (CT)
Response Deadline:	7/15/2025 10:00 AM (CT)
Notes:	

* D O H Q D 3 D U N , Q G H S H Q G H Q W 6 F K R R O 'L V W U L F W proposals for RFP 22-014 General Purchases (Multi Award) as more fully set out

5 Proposal Submission

Proposals will be received on a continuous basis until the close date and time deadline. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

The district recommends proposers submit their response to this RFP using the GPISD eBid System. The forms listed in the "Response Attachments" tab must be completed, signed, scanned, and attached, the forms/instructions FDQ EH IRXQG XQGHU WKH ³ \$ WWDFKPHQWV′ WDE LQ WKH H%LG 6 \ V W and Line Items in this Request for Proposal.

Galena Park ISD prefers responses to be submitted online via our electronic system. Submissions may be submitted manually. Manual submissions must be delivered to the Purchasing Department, in a sealed envelope by the close date and time stated in this bid event. No fax or email submissions will be accepted. Only one format is needed. Faxed proposals will not be accepted. Manual submission shall consist of one (1) original hard copy and one (1) electronic flash drive. For any questions, please contact the Purchasing Department at purchasing@galenaparkisd.com.

Manual submission must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. The District will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred

, I WKHUH ZLOO EH QR FKDUJH IRU GHOLYHU\ LQGLFDWH LQ WK is unable to include delivery charges in their pricing, indicate a percentage to be added and specify what delivery terms will be offered. If vendor leaves the delivery terms blank, then the delivery terms will be calculated as free.

General Conditions: Order request should not be taken by the vendor before a Purchase Order number or payment is provided. The Purchase Order is assurance that the purchase has been reviewed and approved by the Purchasing Department and can be submitted for payment. Purchase orders will be issued on an as-needed basis. The District will not be responsible for any products and/or services rendered without a GPISD purchase order signed electronically by authorized District personnel and/or proper DXWKRUL]DWLRQ E\ WKH 'LVWULFW¶V 3XUFKDVLQJ 'HSDUWPHQW purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

Based on previous expenditures, GPISD anticipates purchases for all awarded vendors to be in excess of \$500,000 in a one year aggregate.

GPISD reserves the right to award non-exclusive contracts to one vendor or multiple vendors. The intent of this proposal is to provide Galena Park ISD with a pool of awarded vendors to obtain the best value for the District. GPISD Campuses and/or departments will be allowed to select a vendor from the pool of awarded vendors to purchase product(s) and/or services on an as needed basis.

2.2 COST AND TERM:

Price is to remain firm/fixed for the term of the contract, unless cost increases or escalations are specifically agreed to in advance in a writing signed by a duly authorized representative of the District. The initial term of this contract shall be three (3) years. Notwithstanding anything herein to the contrary, all contracts with all vendors shall expire and terminate on or before June 30, 2025.

2.3 EVALUATION FACTORS:

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

ter Criteria Description #	Wei ghte d Valu e
 1 Purchase price 2 5 H S X W D W L R Q R I W K H 3 U R S R V H U D Q G R I W K H 3 U R S R V H U ¶ V J R R 3 4 X D O L W \ R I W K H 3 U R S R V H U ¶ V J R R G V R U V H U Y L F H V 4 Extent to which the goods or services meet the District's needs 5 3 U R S R V H U ¶ V S D V W U H O D W L R Q V K L S Z L W K W K H 'L V W U L F W 6 The impact on the ability of the District to comply with laws and rules relating to historically underutilized 	25
 ⁶ businesses 7 7 R W D O O R Q J W H U P F R V W W R W K H 'L V W U L F W W R D F T X L U H W K H For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state 9 Any other relevant factor specifically listed in the request for bids or proposals 	12/00/R 12/00/R N/A N/A
2.4 AWARD:	

6. Entire Agreement

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

7. Force Majeure

Neither GPISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, RU DQ\ RWKHU RFFXUUHQFHV ZKLFK DUH UHDVRQDEO\ EH\RQG VXFK

8. Governing Law and Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, shall govern this Agreement. Mandatory and exclusive venue for any dispute arising under this Agreement shall be in the courts of Harris County, Texas.

9. GPISD Property

In the event of loss, damage, or destruction of any property owned by or loaned by GPISD that is caused by Vendor RU 9HQGRU¶V UHSUHVHQWDWLYH DJHQW HPSOR\HH RU FRQWUDFW value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of 9HQGRU¶V UHFHLSW RI ZULWWHQ QRWLFH RI *3,6'¶V GHWHUPLQ payment, GPISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by GPISD.

10. Indemnification

Vendor shall indemnify and hold GPISD harmless from all claims, liabilities, costs, suits of law or in equity, expenses, attorneys' fees, fines, penalties or damages arising from the acts or omissions of vendor, vendor's employees, agents, or subcontractors, in connection with this Agreement, including, without limitation, those arising from claimed infringement of any patents, trademarks, copyright or other corresponding right(s) which is related to any item Vendor is required to deliver. 9 H Q C obligations under this clause shall survive termination of this Agreement.

11. Interpretation

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

12.

construed to imply that Vendor has the exclusive right to provide products and/or services to GPISD. During the Term of this Agreement, GPISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

14. No Substitution

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in writing in advance by GPISD, Vendor will not deliver substitutes without prior authorization from GPISD.

15. No Agency

GPISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between GPISD DQG 9HQGRU RU *3,6' DQG DQ\ RI 9HQGRU¶V DJHQWV 9HQGRU DJUH RU SD\PHQW RI DQ\ RI 9HQGRU¶V HPSOR\HHV DJHQWV UHSUHVHQW 21. Shipments

All deliveries under this Agreement shall be delivered: Freight Prepaid, F.O.B. Destination, Full Freight Allowed, Inside Delivery DQG VKDOO EH LQFOXGHG LQ DOO SULFLQJ LQ 9HQ LQ ZULWLQJ LQ *3,6'¶V VROLFLWDWLRQ

26. Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof VKDOO EH WDNHQ RU KHOG WR EH D ZDLYHU RI VXFK WHUP RU LQ no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

27. Warranty

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in PDWHULDO ZRUNPDQVKLS DQG IUHH IURP VXFK GHIHFWV LQ GHVL acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement and the procurement solicitation issued by GPISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

28. Workforce

9HQGRU LWV HPSOR\HHV VXEFRQWUDFWRUV DQG VXEFRQWUDF DOFRKROLF RU RWKHU LQWR[LFDWLQJ EHYHUDJHV LOOHJDO GUX SUHPLVHV QRU PD\ VXFK ZRUNHUV E\ LQWR[LFDWHG RU XQGHU WKH

29. Certifications and Verifications

% \ HQWHULQJ LQWR WKLV \$JUHHPHQW 9HQGRU FHUWLILHV WKDW L companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Vendor hereby certifies and verifies WKDW QHLWKHU 9HQGRU QRU DQ \ DIILOLDWH VXEVLGLDU \ RU SI boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this \$JUHHPHQW)RU SXUSRVHV RI WKLV \$JUHHPHQW WKH WHUP ³E activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

By entering into this Agreement, Vendor verifies that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

By entering into this Agreement, Vendor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract.

8 Section 1

VENDOR INFORMATION

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2. F	Freight/Delivery t	erms	
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Pa	ckage Items		
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a Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above		
See Specific Instructions on page 3.	 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC 	Ck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) a		Exemption from FATCA reporting code (if any)
	is disregarded from the owner should check the appropriate box for the tax classification of its owner.		(Applies to accounts maintained outside the U.S.)
			and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Part	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 identifi	cation number
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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or •doing business asŽ (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a •disregarded entity.Ž See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, •Business name/disregarded entity name.Ž If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it d. a business nis also a disregarded entity, enter the first owner that is noteT a disrade nameost owneYr entity entered f owneYr entity entered f The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. •Other paymentsŽ include payments made in the course of the requester•s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property,tio7tsI-ltion orf deb, dqualfied thution oropgram

pIRA, CoverdI-I ESA, AcharesMSAor aHSAoonstriut ons r risetriut ons and genesons isetriut ons

The IRS does not initiate contacts with taxpayers via emails. Also, the

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
¹ Name of vendor who has a business relationship with local government al entity .	
 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.) Name of local government officer about whom the information is being disclosed. 	-
Name of Officer	
Arme of Officer A Describe each employment or other business relationship with the local government officer officer	, or a family member of the

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