



Finance Department | Purchasing Division

3902 Ave. T. | Galveston, TX 77550 | 409-766-5100

COMPETATIVE SEALED REQUEST FOR PROPOSALS

RFP 2021-22-001

Behavior-Based Energy Conservation Program Services
Multi- Campus & Departments

Date	Event*
September 6, 2021	Issue CSRFP
September 7, 2021	1st Advertisement
September 14, 2021	2nd Advertisement
September 21, 2021	Deadline for Questions – 2:00 PM (CST)
September 23, 2021	Response for Questions – 2:00 PM (CST)
September 28, 2021	Deadline for Submittals – 2:00PM (CST)
October 4-5, 2021	Interviews (TBD)
October 20, 2021	Recommendation to the Board of Trustees
November 1, 2021	Contract Effective Date

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

Deliver Sealed Proposals to:

Galveston ISD
Purchasing Department
3904 Ave T.
Galveston, TX 77550

Galveston ISD Purchasing Department:

Gwynetheia Shabazz Pope
Purchasing Coordinator
409.766.5158
gwynetheiapope@gisd.org

Your Proposal must be delivered in a **sealed envelope or carton** and received by the opening time and date listed. Submit one (1) hard copy marked “original”, three (3) clearly marked exact copies of the original and one (1) electronic copy on USB in PDF Format.

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

Proposals must be **plainly marked with the RFP Number and Title above.**

Be sure to submit any questions, via email, prior to the deadline. Answers will be provided via an addendum.

Notice of Intent

The Galveston Independent School District (GISD) is soliciting a **COMPETATIVE SEALED REQUEST FOR PROPOSAL (CSRFP)** pursuant to the provisions of the State Government Code Section 2254. Preference will be given to those organizations that have a record of experience as defined within this CSRFP and further described in the scope and specification section.

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

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

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

The resulting firm selections will be valid for five (5) years from date of award, with two (2), 1 year options to renew. The maximum duration of any contract resulting from this procurement is a total of seven years, running from the date of execution of the contract by the authorized representative of the School District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the School District ("Board") in a duly called and posted meeting of the Board. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein.

Submittal Requirements

A complete response will consist of one (1) clearly marked original and three (3) clearly marked exact copies using standard letter size paper (8.5" x 11") in a sealed envelope or container and one (1) electronic copy on USB in a PDF Format. Responses shall be direct, concise, and complete. Proposers failing to submit in manner as requested may be considered non-responsive and may not be evaluated. The 'original' response shall prevail in the event of a discrepancy between the Proposers submissions.

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

No responses will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or fax transmission.

Respondents are solely responsible for the timely delivery of their Proposal response to the Purchasing Department. Responses received after the deadline will be rejected and shall be returned to the Proposers unopened. No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers.

In the event the District's offices are closed due to inclement weather or for any other unforeseen cause, the deadline for submission shall automatically be extended until the next operational business day, unless Proposer is otherwise notified. The time of day shall remain the same.

Prior to the final selection, Proposers may be required to submit additional information, which the District may deem necessary to further evaluate the Proposers submission.

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

GISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. GISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. GISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. GISD also reserves the right as sole judge of quality and equality.

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

Scope

The intention of this Request for Competitive Sealed Proposals (RFCSP) is to solicit responses for Behavior-Based Energy Conservation Program Services GISD is utilizing the Request for Competitive Sealed Proposals (RFCSP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Competitive Sealed Proposals. For information regarding the RFCSP process, contact Gwynetheia Shabazz Pope, the Purchasing Coordinator at (409) 766-5158. Interested vendors should respond to this RFCSP and submit responses to GISD.

GISD is looking to obtain responses from vendors that can provide Behavior-Based Energy Conservation Program Services.

It is the intention of GISD to establish one or more contract(s) with highly qualified Vendor(s) for Behavior-Based Energy Conservation Program Services.

Galveston ISD is *NOT* seeking to establish an Energy Savings Performance Contract (“ESCO”) as defined in Texas Education Code Section 44.901.

The District is seeking proposals from qualified, behavioral energy conservation services companies to deliver a customized *behavior-based* energy conservation program to the District and to provide comprehensive services to guide and assist the District’s implementation of the program.

Vendor(s) shall, at the request of GISD, provide these products and/or covered services under the terms of this RFCSP and the Contract set forth in our Contract Terms and Conditions.

Specifications

Successful provider must possess demonstrated ability and expertise to develop, implement, measure and manage a customized behavior-based energy management and conservation program. Provider shall make recommendations, provide one or more dedicated on-site energy specialists, energy conservation program management, training and subject matter expertise to develop a comprehensive multi-year energy conservation program.

The provider will make assessments of current energy consumption, building occupancy patterns, equipment run times and settings and staff routines and practices and provide initial and ongoing recommendations on a range of cost effective service delivery options, staffing, processes and procedures that will ultimately produce a sustainable reduction in energy consumption. These recommendations and procedures will include a set of transition initiatives to ensure realized savings exceed program investment costs within twelve (12) months of program implementation.

Specifications Cont.**Program Implementation:**

- a. Implementation of a formalized organizational behavior-based energy conservation program. Proposal shall not include or depend on financing vehicles, installation of mechanically retrofitted devices or of computerized control systems. The program will be funded from our existing utility budget and an initial implementation period will exist where initial costs are deferred or minimized to ensure positive cash flow within a few months of program start. The program goal is 20% or more savings. PLEASE NOTE THERE ARE NO GUARANTEED ANNUAL VOLUMES. The District makes no guarantees as to quantities and may purchase more or less than those stated in this proposal.
- b. Proposal shall include an integrated approach to implementing a program that addresses both behavioral changes of occupants and energy users, as well as optimization of existing equipment and control systems. The program will not include installation of automated controls systems or replacement of mechanical equipment or lighting in the facilities. The emphasis of the program should be on changing energy attitudes, procedures, habits and routine.
- c. Provider will provide one or more dedicated on-site personnel (Energy Managers) as part of its fee to manage the organizational behavioral-based energy program. These personnel will be supplemented and supported by engineers and other energy specialists during the term of the agreement. The provider must demonstrate significant expertise in the selection of Energy Managers. Selection of the Energy Managers will be a collaborative process between the provider and the District.
- d. Provider must conduct initial and follow-up onsite assessments of District facilities, providing support of a team of specialists, engineers and other experts with collective experience in all aspects of energy management. Provider will deliver substantial savings recommendations specific to District facilities on an ongoing basis. All savings recommendations must fall within industry standards and guidelines for thermal comfort, air quality/ventilation, lighting, and safety standards.

Measurement and Verification:

- a. Provider shall recommend energy tracking software to measure and verify (M&V) an accurate calculation of savings throughout the term of the contract. The District will maintain the software license directly with the software vendor. Software must be web-based, commercially available, must include a component to calculate cost avoidance, and the software's formulas used to determine cost avoidance must adhere to the IPMVP protocol for energy conservation measurement and verification.
- b. Proposer shall certify that it has no ownership in the energy tracking software proposed for this project.
- c. The M&V training process must be supported by a Certified Measurement & Verification Professional (CMVP) or an equivalent certified data expert from the Provider's staff. The Energy Manager, with the provider's guidance and support, will build and maintain the energy consumption and other databases that are used to calculate savings in accordance with relevant industry standards. Savings results will be reported by the Energy Manager, with the provider's guidance and support, using the software.

Specifications Cont.

Communication and Recognition:

- a. Provide support for obtaining initial ENERGY STAR® building certification recognition.
- b. Provide public relations and internal communications support for the effective communication of the energy program during all stages of implementation.

Ongoing Service:

- a. Provide basic ongoing support at no additional cost beyond the end of the contract term. Support may include assessments, replacement of the Energy Manager, additional training of the Energy Manager, written materials and no-fee registration at annual conferences. Provider should identify if there are optional fee-based services also available after the contract term.

Fees:

- a. The program shall be entirely self-funded. Other than fees to license the independent M&V accounting software, there will be no out of pocket startup costs to the District.
- b. The program must provide an initial fee-free ramp up period.
- c. All costs must be clearly identified in the proposal, and savings projections must be based on the most current actual expenditures furnished by the District.
- d. The proposed solution must be guaranteed to generate enough savings to pay for itself within the first year of program performance, and for each subsequent year of the contract term.
- e. Payment to the awarded company will be a percentage of the actual reduction of usage (actual savings produced vs. predicted savings) benefitted Galveston ISD by programs directly attributable to the company. There will be no payment for anticipated savings if such savings recommendations are not accepted by Galveston ISD due to safety concerns for staff, students, or property or conflicts with standardized testing dates. Such rejected anticipated savings recommendations will not be part of the compensation formula.

Savings:

- a. At a minimum, a seven-year savings matrix must be provided with the proposal response. All reported savings must be generated from a direct reduction in energy consumption and any additional verifiable cost containment or avoidances resulting from the program in accordance with current industry-accepted valuation methodology.

Specifications Cont.

Qualifications:

Your proposal certifies that your company:

- Provides services exclusively or primarily for educational organizations, government agencies or similar complex environments.
- Has experience as a firm delivering organizational behavior-based energy conservation programs and services similar to the services outlined by the RFP and does not depend on or involve improvements and installation of energy efficient lighting, HVAC equipment or computerized controls systems
- Is a national provider with similar contracts and clients
- Is recognized for its work in organizational behavior-based energy conservation
- Provides a program sustainable for the long term (10+ years) even after the period of full services from the provider are no longer necessary. Include savings information from at least three (3) 10+ year clients to validate.
- Bases its M&V on source billing documents, audited for accuracy, rather than stipulated savings.
- Can provide references and case studies that demonstrate ability to implement long-term successful organizational behavior-based energy conservation programs that generated significant savings of 20% or more.

Your proposal certifies that measurement and verification (M&V) will be conducted by using an independent third party measurement and verification software company that:

- Has 5 years or more experience licensing agreements with similar organizations
- Is an EPA ENERGY STAR partner and has received national awards or recognition
- Has provided measurement and verification software to similar organizations
- Adheres to industry standards for calculating cost avoidance from energy conservation measures
- Provides an interface between its software and EPA's Portfolio Manager for ENERGY STAR reporting
- Is completely independent of the provider; i.e. no common ownership

Submittal Contents

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

All submitted Proposals must contain the following:

Letter of Interest - The letter of interest should introduce the firm/individual and any partners or sub-consultants that will potentially participate in the engagement. The cover letter should:

1. Printed on the firm's official stationery;
2. Contain the name, telephone number, and email address of the contact person;
3. List any partners or sub-consultants that will potentially participate in the engagement; and
4. Contain any disagreements or exceptions with the terms and conditions in the CSRFP

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Proposal Response Certification

Respondent's Statement of Qualifications Questionnaire

Proposers Information:

Section I. Firm Profile - Provide the following information on your firm

1. Year founded and number of years the firm has been in business
2. Other or former names under which your firm has operated
3. Number of years the firm has provided Behavior Based Energy Conservation Program Services
4. Number of employees in the firm
5. Identify proposed team members to be assigned to this GISD; and
6. Include a statement of capability to complete the scope of work and a commitment of the stated team for GISD.

Section II. Experience on Similar Projects - Provide the names of at least three districts of a similar size and scope where you have provided Behavior-Based Energy Conservation Program Services, and provide the following information: names phone numbers, and email addresses of the primary contacts for each example, included in the qualification submission.

Section III. Pricing - Submittals shall include any fees that are to be incurred by the District as part of these services.

Section IV. References- Provide customer reference letters from public entities with which Respondent currently has contracts and/or has previously provided Behavior Based Energy Conservation Program Services of equal type and scope within the past five (5) years. **DO NOT ONLY USE REFERENCES FROM ANY CURRENT GISD EMPLOYEE OR BOARD MEMBER.**

Other Appendices - To be determined by Individual Respondent

Vendor Information/Invoicing/Purchase Order Policy

Statement of Compliance/Deviation Form

Certificate of Residency

Certification of Prohibited Contracts

Criminal Background/Felony Conviction

Conflict of Interest Questionnaire

W-9

Insurance Requirements

Selection Process:

The District will evaluate the RFP's and select a Firm to provide these services. Each Respondent will be ranked based on the published selection criteria. Top ranked respondents may be asked to submit additional information and, if the District chooses, to interview. The consultant will be selected on the basis of the published selection criteria and on its ranking evaluations.

Unless the District rejects all submittals, the District will authorize negotiations with the first-ranked Respondent. If the parties cannot negotiate a successful agreement, the District will terminate negotiations with the first-ranked Respondent, and commence negotiations with the second-ranked Respondent in the same manner. If an agreement is not reached, the District will proceed with this process, in order of ranking, until an agreement is reached or all submittals are rejected. The District reserves the right to reject any and all submittals.

Criteria	Weight
Price (Annual Compensation Fee Percentage of Savings)	40
Financial Stability	15
The extent to which the goods or services meet the district's needs	25
Reputation, References, and Past Performance	20
Total Weight	100

Terms and Conditions:**1 Applicability**

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

2 Use of District Documents

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

3 Withdrawal or Modification of Submitted Response

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

4 Delivery and Materials

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

5 Invoices, Payment and Inspection

- 5.1 The Proposer shall provide an invoice showing labor hours performed by labor description and the actual invoices for all materials purchased before payment will be issued.
- 5.2 The District will pay the Contractor's actual cost plus the contracted mark up for materials. All items purchased (i.e. tools) and billed to the District will remain the property of the District.
- 5.3 Federal excise taxes, state taxes, or sales taxes shall not be included in the invoiced amount. The District is not liable for these taxes. The District will furnish a tax exemption certificate upon request.
- 5.4 All valid and complete invoices received by the District will be paid within thirty (30) days of the District's receipt of the deliverables or of the invoice, whichever is later.

- 5.5 Payment terms, including the rate of interest that shall accrue on any overdue payments, are subject to Chapter 2251 of the Texas Government Code.
- 5.6 The Proposer shall demonstrate work completed meets the requirements of Galveston ISD.
- 5.7 The District Representative shall give final approval to all work performed.
- 5.8 The Proposer will email all or fax all inspection reports or other applicable documents to the District Representative for processing.

6 Erasures or Corrections to Bid

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

7 Development of Specifications

- 7.1 Brands of equal quality or type are acceptable. The District reserves the right to make final decisions as comparable items. Be very certain that items upon which you submit and deliver are equal to items listed. Materials that are determined to be not equal shall be returned to the Proposer transportation charges collect.
- 7.2 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.
- 7.3 The District reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the Proposer.
- 7.4 The District reserves the right to modify conditions and specifications by mutual agreement with the selected supplier, both at the time of acceptance of this Bid offer as so modified and subsequent thereto.

8 Inspection of Documents

- 8.1 Before submitting a response, each Proposer shall thoroughly examine the Bid documents and project sites (if applicable) to ensure that the equipment and/or services submitted meet the intent of these specifications.
- 8.2 Each Proposer receiving forms prepared by the District is responsible for inspection of District documents for missing or illegible pages, or other indication of incomplete information provided to the Proposer. The failure or neglect of Proposer to receive or examine any contract document, form, instrument, addendum, or document shall in no way relieve Proposer from obligations with respect to his or her response. The submission of a response shall be taken as prima facie evidence of compliance with this section. Receipt of addenda to the Bid documents by a Proposer must be acknowledged in the response.
- 8.3 The District is not responsible for incomplete response packets.

9 Warranties

- 9.1 Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty or a minimum of one (1) year guarantee, whichever is greater, unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor, or manufacturer for the product. All equipment submitted shall be new unless clearly stated in writing.
- 9.2 If a Proposer's response is accepted by the District, the price to be paid by the District shall be that contained in Proposer's response which Proposer warrants to be no higher than Proposer's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Proposer breaches this warranty, the prices of the items shall be reduced to the Proposer's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to Proposer for breach or Proposer actual expense.

- 9.3 If a Proposer's response is accepted by the District, the Proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission percentage, brokerage, or contingent fee.
- 9.4 If a Proposer's response is accepted by the District, the Proposer shall not limit or exclude any implied warranties and attempt to do so shall render the contract voidable at the option of the District. Proposer warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in this request for Bid, and to the sample(s) furnished by the Proposer, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specification shall govern.
- 9.5 If a Proposer's response is accepted by the District, the Proposer warrants the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Proposer's expense. In the event the Proposer fails to make the appropriate correction within a reasonable time (15 working days), correction made by the District will be at the Proposer's expense.

10 Bid Cost

- 10.1 The District shall not be liable for any cost incurred by a Proposer in the preparation or delivery of its response to this request for competitive sealed bid or for any other cost incurred because of the request for bid.
- 10.2 The issuance of this request for bid does not obligate the District to enter into a contract for any commodity and/or services.

11 Bid Disclosure

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

favoritism that would in any way limit competition or give them an unfair advantage over other Proposers in the award of this Bid.

- 11.7 If a Proposer's response is accepted by the District, the Proposer shall not advertise or publish, without the District's prior consent, the fact the District has entered into the contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

12 Licenses, Permits, and Taxes

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

13 Award of Contract

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

14 Non-Appropriation Clause

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

15 Uniform Commercial Code

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

16 Contracts for Purchase

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

17 Non-Performance

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

18 Termination of Contract

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

19 Venue

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

20 Certificate of Interested Parties (Form 1295)

- 20.1 In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the government entity or state agency at the time the business entity submits the signed contract to the government entity or state agency. The disclosure requirement applies to a contract entered into on or after January 1, 2016.
- 20.2 The commission has made available on its website a new filing application that must be used to file form 1295. A business entity must use this application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorization agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with Galveston ISD. The filing application site can be located at <https://www.ethics.state.tx.us/File/>
- 20.3 The District must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Galveston ISD.

21 Service-Related Contracts

- 21.1 The Proposer warrants it shall have available the necessary personnel, organization, equipment, and facilities to perform all the services and /or provide all the goods required under this solicitation.
- 21.2 The Proposer shall employ orderly and competent employees trained in the required services to be provided under this solicitation.

- 21.3 The Proposer, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, intoxicating beverages, tobacco, illegal drugs, or controlled substances while on the District's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs.
- 21.4 The District reserves the right to prevent, forbid, and/or temporarily or permanently bar any Proposer, its employees, subcontractors, and subcontractor's employees from any district facility for whatever reason it determines necessary to maintain safety and orderly operations.
- 21.5 If applicable under this solicitation, Proposer, its employees, subcontractors, and subcontractor's employees shall have and maintain any and all required licenses and/or certifications for the duration of the contract. Additionally, the District reserves the right to require proof of any such requirement at any time during the contract term.
- 21.6 The Proposer, its employees, subcontractors, and subcontractor's employees shall fully comply with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of the services, including but not limited to those imposed by the District and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirements shall govern.

22 Criminal Background Checks

- 22.1 All Proposer, subcontractors, and their employees must submit to the District proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful Proposer before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on the Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9.
- 22.2 Respondent agrees by signing and executing this solicitation to provide assurance that all employees, subcontractors, and volunteers of the provider who have contact with students have passed a criminal history background check current within the last year as per defined in Senate Bill 9.

23 Indemnification

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

24 Insurance

- 24.1 If requested the successful Proposer shall be required to provide the District with copies of certificates of insurance, named as additional insured. Certificates of Insurance, name and address of Proposer, the limits of liability, the effective dates of each policy and policy number shall be delivered to the District prior to commencement of work. The insurance company shall be licensed in the State of Texas, certificate forms shall be approved by the Texas Department of Insurance, and shall be acceptable to the District. All policies of insurance shall waive all rights of subrogation against the District, its officers, employees, and agents.
- 24.2 The District is to be added as "Additional Insured" to the General Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to Galveston ISD, its Board, employees and volunteers. Certificate of Insurance submitted for review shall be addressed to:

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

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

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

- 24.3.1 Each policy will be issued by a company authorized to do business in the state of Texas with an A.M. Best Company rating of at least A-.
 - 24.3.2 Should any of the required insurance be provided under a claims-made form, the Proposer shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract will be covered.
 - 24.3.3 Proposer is responsible for all deductibles.
 - 24.3.4 Texas requires that all drivers carry minimum automobile insurance. It is recommended that you purchase a commercial policy if you will be using your personal vehicle for business use.
 - 24.3.5 All policies shall be endorsed to provide 30 days prior written notice of cancellation, nonrenewal or reduction in coverage except ten days for nonpayment of premium.
 - 24.3.6 Insurance policies shall be primary and non-contributing to any other insurance available to the additional insured.
 - 24.3.7 Contracted projects of any size will be adequately insured. Anyone making a purchase and the purchasing department will verify coverage and will not waive any insurance requirements unless a waiver has been approved by the Asst. Superintendent of Finance & Operations.
 - 24.3.8 The District reserves the right to review the coverage requirements during the effective period of any agreement and to make reasonable adjustments to the requirements when deemed reasonably prudent by the District based on change in laws, court decisions or potential increase in exposure to loss.
- 24.4 The required insurance coverages and limits are listed below. If insurance policies are not written for amounts specified below, Proposer shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage

<u>Insurance Coverage Type</u> <u>Services > \$100,000</u>	
<u>General Liability</u>	
	Limit Required
General - combined single limits	\$1,000,000
General aggregate	\$2,000,000
Products - completed operations aggregate	\$1,000,000
<u>Workers' Compensation / Employers' / Professional Liability</u>	
	Limit Required
Workers' Compensation	Statutory Limits
Employers' Liability	\$1,000,000
Professional Liability	\$1,000,000
<u>Automobile Liability</u>	
<i>*required for company owned vehicle working on behalf of the district*</i>	
	Limit Required
Bodily Injury and Property Damage - combined single limit	\$1,000,000
Aggregate	\$2,000,000
Bodily Injury (per person)	\$250,000
Bodily Injury (per person)	\$500,000
Property damage (per accident)	\$250,000
<u>Umbrella or Excess Liability</u>	
	Limit Required
Each occurrence	\$1,000,000
Aggregate	\$2,000,000

<u>Insurance Coverage Type</u> <u>Services < \$100,000</u>	
General Liability	
General - occurrence/aggregate	Limit Required \$1,000,000
Products - completed operations aggregate	\$1,000,000
Workers' Compensation / Employers' / Professional Liability	
Workers' Compensation	Limit Required Statutory Limits
Employers' Liability	\$500,000
Professional Liability	\$1,000,000
Automobile Liability	
<i>*required for company owned vehicle working on behalf of the district*</i>	Limit Required
Bodily Injury (per person)	\$250,000
Bodily Injury (per accident)	\$500,000
Property damage (per accident)	\$250,000
Umbrella or Excess Liability	
Each occurrence	Limit Required \$1,000,000
Aggregate	\$1,000,000

25 Force Majeure

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

26 Recycled Products

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

27 Interlocal Cooperation with Other Government Agencies

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

28 Special Tools and Test Equipment

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

29 Prevailing Wage Rate

- 29.1 If Applicable bidders are required to comply with Texas Government Code, Chapter 2258 Prevailing Wage Rates, with respect to payment of prevailing wage rates for the construction or improvements, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the Proposer or any subcontractor in the execution of the contract for the project.
- 29.2 A worker employed on a public work by or on behalf of the Galveston Independent School District shall be paid no less than the general prevailing rate of per diem wages for the work of similar character in the locality in which the work is preformed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- 29.3 The state of Texas has adopted the federal Davis-Bacon wage rates for the use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. Bidders may access the U.S. Department of Labor web site at the following web address to obtain the rates to be used in Collin County.
www.access.gpo.gov/davisbacon/index.html
- 29.4 It shall be the responsibility of the successful bidder to obtain the proper wage rates from the web site for the type of work define in the Bid documents.
- 29.5 The Proposer or subcontractor who violates Texas Government Code Section 2258.023 shall forfeit as a penalty to Galveston Independent School District, \$60.00 for each worker employed for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract by him, or by any subcontractor under him.
- 29.6 Nothing herein contained, however, shall be construed to prohibit the payment of more than the prevailing rate of wages to any worker employed on the work.

30 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation

- 30.1 GISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Vendors shall indicate on their submitted responses whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.*

Proposal Response Certification

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

Bid Number and Title: RFCSP # 2021-22-001 Behavior Based Energy Conservation Program Services- Multi Campus & Department

Submittal Due Date and Time: September 28, 2021 2:00 P.M. (CST)

Submittal Address: Galveston Independent School District
 Gwynetheia Shabazz Pope, Purchasing Coordinator
 3904 Ave. T.
 Galveston, Texas 77550

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

1. That the respondent is authorized to enter into contractual relationship on behalf of the responding company indicated below;
2. That respondent has carefully examined this document in its entirety;
3. The respondent proposes to supply any services submitted under this solicitation in strict compliance with all terms, policies and procedures, unless any exceptions are noted;
4. That any and all exceptions have been noted in writing in the response and that no other exception will be claimed;
5. The accuracy of all certifications required (including but not limited to, the Felony Conviction Notice) which accompany this offer;
6. The stated organization is an equal opportunity employer
7. That any prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other proposer or with any competitor.
8. That notice of award and/or any communication regarding an award will be submitted via GISD and not by any consultant, proposer or other party involved in this solicitation.
9. That the organization has not been a party to any collusion among Proposer in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering; or with any GISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with GISD’s Purchasing personnel; or in any discussions or actions between Proposer and any GISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of this contract.
10. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. *(Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Proposers receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.)*

Your signature below is the Proposal Response Certification acknowledgement.

Name of Company: _____

Printed Name: _____ Position/Title: _____

Phone: _____ Email: _____

Signature of Authorized Rep: _____ Date: _____

Respondent's Statement of Qualifications Questionnaire

Bid Number and Title: RFCSP # 2021-22-001 Behavior Based Energy Conservation Program Services- Multi Campus & Departments

Submittal Due Date and Time: September 28, 2021 2:00 P.M. (CST)

Submittal Address: Galveston Independent School District
Gwynetheia Shabazz Pope, Purchasing Coordinator
3904 Ave. T.
Galveston, Texas 77550

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

1. State whether you will provide a copy of your company's financial statements for the past five (5) years, if requested by the District.
2. If requested, provide a financial rating and any documentation (e.g. a Dunn & Bradstreet or Bank analysis), which indicates the financial stability of your company and any proposed structural, mechanical, electrical and plumbing subcontractors.
3. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
4. Provide any details of all past or pending litigation or claims filed against your company, describe how such suit or claims were resolved.
5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
6. Does any relationship exist between your company and any of District's entities, officers or employees whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.
7. What difficulties do you anticipate in serving the District; how you plan to manage these; and what assistance will you require from the District?
8. Provide details regarding any special services or product characteristics, or other benefits offered, or advantages in the District selecting your company.
9. State the amount of professional liability insurance your firm would typically carry, if applicable.

Proposer Information

Legal Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Respondent's Name: _____ Title: _____

Phone: _____ Email Address: _____

Local Representative: _____

Phone: _____ Email Address: _____

Local Office Address: _____

Type of Operation: Individual Partnership Corporation

Invoicing: It is the District's desire to receive all invoices in electronic, PDF format. This process will allow for more efficient payment processing. All invoices must be submitted to the following email address: bethparker@gisd.org

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

Remit to Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Title: _____

Phone: _____ Email Address: _____

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

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

Your signature below is acknowledgement that you understand this policy

Print Name: _____ Signature: _____

Statement of Compliance/Deviation Form

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

We hereby acknowledge receipt of CSRFP 2020-21-003, and certify that our Proposal conforms to the solicitation except as detailed below. We also acknowledge receipt of addenda as identified below.

Print Name: _____ Signature: _____

Acknowledgement of Addenda

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

No Addenda were received

No Deviations

Certificate of Residency

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

Section: 2252.001

(3) 'Non-resident' bidder refers to a person who is not a resident.

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

Section: 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

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

"Nonresident proposer" refers to a person who is not a resident.

"Resident state" means the state in which the principle place of business is located.

My company is a "resident proposer"

My company is a "nonresident proposer" of _____ (the state your principal place of business is located)

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

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

Printed Name: _____ Position/Title: _____

Signature of Authorized Rep: _____ Date: _____

Certification of Prohibited Contracts with Certain Companies and Not Boycott Israel Prohibited Contracts with Certain Companies

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

Not Boycott Israel

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

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

I, _____ hereby certifies that _____ (Company Name) it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, I will immediately notify the Galveston Independent School District’s Purchasing Department.

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

Printed Name: _____ Position/Title: _____

Signature of Authorized Rep: _____ Date: _____

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

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

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this agreement showing compliance.

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, “a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

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

Company Name: _____ Company Official’s Name: _____

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

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

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

Signature of Company Official: _____ Date: _____

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

Conflict of Interest Questionnaire

Effective January 1, 2006, any person or entity who contracts or seeks to contract with GISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with GISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for Proposal or Proposal, correspondence, or other writing related to a potential agreement with the entity.

The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your Proposal/Proposal to the following address if there is a Conflict of Interest:

Galveston Independent School District
Attn: Purchasing Department
3904 Ave T.
Galveston, TX 75098

The Local Government Officers of Galveston Independent School District are:

Board of Trustees:	Anthony Brown	President District 4-D
	Johnny Smecca	Vice President District 6-F
	Vacant	Secretary District 1-A
	Shae Jobe	Trustee District 3-C
	Mindy Lakin	Trustee District 7-G
	Ann Masel	Trustee District 5-E
	David H. O’Neal, Jr.	Trustee District 2-B

Superintendent:	Dr. Jerry Gibson
Assistant Superintendent of Business and Operations:	Connie Morgenroth

(Required by Awarded Vendor(s) Only)

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

Filing Process:

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

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

Form Availability:

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

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

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