



Department of
Purchasing

Mark A. Booker
Director

REQUEST FOR PROPOSAL #499-09-18
Student Nutrition Services (SNS) Freezer Replacement

PLEASE SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON APRIL 19, 2018 to the Garland Independent School District (GISD) Purchasing Bond Department, Marvin Padgett Auxiliary Services Center Building, 701 N. First Street, Garland, Texas 75040.

Mark your sealed envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 2:00 P.M. the first date the district is open to conduct business).

You are invited to submit a proposal to provide replacement of the SNS Freezer for the Garland Independent School District (GISD) from May 8, 2018 (or date of award) through May 31, 2019 with the District's options to renew annually through May 31, 2023.

This Request for Proposal includes Process Overview, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Insurance and Bond Requirements, Buy American Act, Deviation/Compliance Form, Certification for Criminal History Check, Confidential Information Form and Proposal Form/Specifications, as well as acknowledgement of Certification/Lobbying, Disclosure of Lobbying Activity, Certification/Debarment and Clean Air and Water Act, plans and specifications (accessed at:

<https://www.dropbox.com/sh/sj77pxt1ki67pkx/AAAWvVrdtJHcgfk-jEhQd01Za?dl=0>

These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated. **THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.**

Company Name

Address

City

State

Zip

Authorized Representative Name

Title

Signature

Printed Name

Email Address

Telephone #

Fax #

Mark A. Booker
Director of Purchasing

PROCESS OVERVIEW: This section outlines the steps in the procurement process.

Deadline for Questions	April 10, 2018
Deadline for Response to Questions/Addendum(s)	April 12, 2018
Proposals Due Date	April 19, 2018 at 2:00 p.m.
Pre-Bid Evaluation (Site Visit/Walk through)	April 6, 2018
Interview (if necessary)	April 23, 2018

The District Purchasing Department and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by GISD's Director of Purchasing and the evaluation will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

NOTE: Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this Request for Proposal pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. For clarification of the specification(s) of this Request For Proposal, proposer may contact:

**Stoney Crump, Construction and Environmental Services Administrator,
Facilities Department: SDCrump@garlandisd.net at 972-487-4144.**

The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Director of Purchasing.

1.1.2. All addenda will be issued via the district website at (Current Bid List) www.garlandisd.net/departments/purchasing/currentbids.asp. All addenda, if required, will be posted on the aforementioned website by **April 12, 2018 at 4:00 PM**. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.

1.1.3. Questions pertaining to proposing procedures should be directed to the Purchasing Department, Garland ISD. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by **April 10, 2018, 4:00 PM**. You may submit this information via fax to 972-487-3097 or email to NRNunez@garlandisd.net.

1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE IN HARD COPY FORMAT! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED. ALSO, PROVIDE THREE (3) FLASH DRIVES, EACH WITH A DUPLICATE OF ALL DOCUMENTS INCLUDING A SEPARTE FILE FOR THE SAFETY MANUAL AND A SEPARTE FILE FOR WARRANTY/EXTENDED WARRANTY/REPAIRS.

1.1.5. DELIVERY OF PROPOSAL

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

**Garland ISD Purchasing Installation Department
ATTN: Facility/Maintenance Receptionist
Marvin Padgett Auxiliary Services Center
701 N. 1st Street, Garland, Texas 75040**

Proposals submitted via the U. S. Postal Service are to be mailed to:

**Garland ISD Purchasing Department
P. O. Box 469026, Garland, Texas 75046-9026**

Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is not considered as delivery to the Purchasing Department.

1.1.6. SIGNED ORIGINAL

Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).

1.1.7. LATE SUBMISSIONS

Proposals received at the GISD Purchasing Installation Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

1.1.8. OTHER FORMS OF SUBMISSION

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Installation Department may be submitted with this proposal unless written instructions permit additional pages.**

1.1.9. AUTHORIZED SIGNATURE

Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".

1.1.10. NUMBER OF PAGES

All pages of this Request for Proposal are to be returned with your proposal.

1.1.11. FORMAT FOR PRICING

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.12. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.13. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request for Proposal marked "NO BID". Failure to follow this procedure may result in your firm being removed from the mailing list!

1.1.14. BID TABULATIONS

Proposers desiring a bid tabulation sheet resulting from this Request for Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/bid-tabulations>. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.15. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Deviation/Compliance Form, Attachment B, not on a cover letter, catalog, etc.

1.1.16. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.17. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form.

Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

1.1.18. POST-SUBMISSION CHANGES

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident underprices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002.

1.2.3. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth below:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;

4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building installation 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; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**
10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
www.window.state.tx.us/procurement/prog/vendor_performance .

1.2.5. BOARD OF TRUSTEE APPROVAL

Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

1.2.6. ADDITIONS OR IMPROVEMENTS

Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request for Proposal.

1.2.7. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.8. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.9. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.10. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding “or equal” items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as “or equal”. Failure to do so will result in the rejection of your proposal.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual’s response to this proposal is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

2.1.2. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Proposer certifies that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government’s excluded parties list (SAM). See attachment E.

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law.

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or

corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. CONFLICT OF INTEREST

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at <http://www.garlandisd.net/content/conflict-disclosure> . Failure to comply with this provision may result in the bid being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

Proposer certifies that if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

Proposer certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

2.1.8. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.9. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.10. RECOVERD MATERIALS

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage

of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions https://www.epa.gov/sites/production/files/2015-01/documents/lobbying_activities_disclosure.pdf

2.1.12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Proposer certifies, where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Supplier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to installation work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.1.13. EQUAL OPPORTUNITY

Proposer certifies that, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted installation contract" in 41 CFR Part 60-1.3, must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2.1.14. FOREIGN TERRORIST ORGANIZATION LIST

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization List"). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

2.1.15. BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

3. TERMS AND CONDITIONS

3.1. CASH PAYMENTS AND DISCOUNTS

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

3.2. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

3.3. CHANGE ORDERS

The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

IT IS THE PROPOSER'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER(S) & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED WILL BE RETURNED AT THE VENDOR'S EXPENSE.

3.4. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <http://www.garlandisd.net/content/how-do-business-us> . Payment will be made within 30

days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 3.4.1. Invoice is received at the address indicated on the purchase order
- 3.4.2. Pricing on the invoice matches the price on the purchase order
- 3.4.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.5. Unique invoice number used for each billing
- 3.4.6. Merchandise has been received.
- 3.4.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.

3.5. CHANGING QUANTITIES/SCOPE

The scope as outlined in the documents identify quantities which may be increased or decreased at the discretion of the District. Unit pricing will apply.

***Quantities listed herein are best estimates only and cannot be guaranteed.**

3.6. NO SMOKING POLICY

No smoking or use of any tobacco products is permitted on Garland ISD property.

3.7. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

3.8. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

3.9. QUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

3.10. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

3.11. ASSIGNMENT OF CONTRACT

Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.

3.12. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is September 1 through August 31. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

3.13. INDEPENDENT SUPPLIER

It is understood that in the performance of any services herein provided, for Supplier shall be, and is, an independent Supplier, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Supplier has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Supplier in the performance of the services hereunder. Supplier shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.14. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the Supplier(s). Supplier may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the Supplier(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the Supplier(s) will be limited to items received and/or services performed and accepted by the District.

3.15. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

3.16. AGREEMENT BETWEEN PARTIES

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

3.17. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Vendor/contractor shall provide proper and safe facilities for such access and for inspection.

3.18. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

3.19. AUDITING CONTRACT

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

3.20. LIMITATION OF LIABILITY

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.

3.21. AUTHORIZED NEGOTIATORS

Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations

regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

3.22. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to iSupplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at <http://www.oracle.com/us/products/applications/ebusiness/procurement/index.html>

3.23. SOURCING RESPONSIBILITIES

The Proposer is required to provide the name and contact information of the individual who will be the dedicated technical resource for performing the iSupplier and iSourcing responsibilities.

Name of responsible party: _____
Phone Number: _____
E-mail Address: _____

3.24 FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

3.25 TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html .

3.26 WORKER IDENTITY BADGING

Worker Identity Badges. Supplier must provide all installation workers with Garland ISD identification badges, with photograph, that shall be worn visibly at all times while workers are present on the installation site. The requirements are explained in the Garland ISD Safety Program. Each person, including Foremen and above, that will be

working on site must have the OSHA 10-Hour Training. Training will be provided by General Supplier.

Suppliers who will only deliver, but not enter a school building to perform services, will be required to complete and submit the CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM (Attachment D) only, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services. Attachment D should be completed and returned after all personnel have been badged.

Criminal History Checks

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. There are 2 processes (Paragraphs A. & B.) with regard to Badging:

A. Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the consultant/Vendor takes the necessary precautions. The consultant/Vendor is instructed to follow the procedures as outlined for obtaining badging through FC Background. FC Background is an independent firm selected to perform criminal history checks for the Garland ISD for consultants/Vendors who do not have direct and ongoing contact with students. In addition to FC Background's badging process, the consultant is responsible for ensuring direct access to students is prohibited. The consultant/Vendor and all workers on Garland ISD property will enforce compliance and shall certify compliance with Texas Education Code (TEC) § 22.0834, see Attachment D. As a minimum, consultant is responsible for the following:

Consultant shall only use restrooms designated for consultant(s)/worker(s). Student restrooms are not available for use by consultant(s)/worker(s). The following are the only facilities available for use:

- Inside Garland ISD buildings, "faculty only" facilities, if necessary, with preference for Suppliers to use Supplier furnished "portable" facilities;
- Outside, on Garland ISD property, vendor furnished "portable" facilities.

Consultants/Suppliers/vendors/workers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: Classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.

Precautions listed in this section are the minimal requirements to avoid direct and unsupervised contact with students. Consultant/vendor is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.

The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-Suppliers working on-site for the Garland ISD.

Contact Information:

FC Background

Phone: (972) 404-4479/Fax: (214) 306-8207

Monday – Friday 6 am – 6pm CST

customer.support@fcbackground.com

Facility maps are available at www.fcbackground.com

Cost per Employee is \$30.00 per subject (additional criminal records search fees may apply)

Garland ISD Badging Qualifications:

- No Felony convictions, no open or pending felony cases (no time limit);
- No misdemeanor convictions involving crimes against children or crimes of moral turpitude (see below);
- No registered sex offenders; or
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge.

Garland ISD Board defines moral turpitude as (Not limited to the following):

- Dishonesty, fraud, deceit, theft, false representation (not including misdemeanor theft by check cases);
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell or distribute and controlled substance;
- Acts constituting abuse under the Texas Family Code;
- Public lewdness; or
- Prostitution.

B. Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the consultant shall cease work immediately, notify GISD Security, and comply with the following:

Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

If you are a sole proprietor (one-person company) you must contact GISD Purchasing Department to obtain FAST pass.

Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at EGracia@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

All other suppliers, Suppliers and sub Suppliers must:
Supplier will receive award letter or signed contract from the Purchasing Department.

Sub Suppliers will obtain an award letter or contract from the general Supplier, before contacting DPS.

Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

Follow instructions on the FAST Pass to arrange an appointment for employees to be fingerprinted. Employers may select the most convenient location to their zip code.
If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at EGracia@garlandisd.net and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

If an employee is arrested while under contract, you must contact Dana Knox, Garland ISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.
Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

4. PREPARATION OF PROPOSALS

The Proposal must be based on conditions at the project site, the project Drawings, the project manual, and any addenda issued. All original Proposal Forms must be authoritatively executed and submitted on the Proposal forms furnished by Garland ISD.

If the Technical Proposal form does not provide sufficient space to adequately respond to a question, the proposer should attach additional 8 1/2" X 11" white paper sheets as required, referencing the page and question numbers to which the response pertains. A Proposal with omissions, alterations, conditions, or carrying riders or other qualifiers which modify the Proposal form may result in the proposal being deemed as non-responsive.

If the proposer chooses to issue a "No Response" (N/R) to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by Garland ISD as incomplete and may subject the entire Proposal to rejection.

Only one proposal shall be submitted by each proposer. If two or more Proposals are submitted, either in one envelope or in separate envelopes, such multiple Proposals will be deemed as non-responsive. Facsimile submissions or modifications are not allowed. Any modifications not inside the submission envelopes/packages will not be considered part of the Supplier's proposal.

The proposer will receive no compensation or reimbursement of expenses incurred in the preparation of this Proposal. Garland ISD reserves the right to reject any or all Proposals. Garland ISD also reserves the right to waive errors and omissions in any proposal if it deems it in the best interest of Garland ISD to do so.

4.1 Proposal Guaranty Bond- See Attachment G.

A Proposal bond on Garland ISD Proposal Guarantee Bond Form, from a Surety authorized to transact business in the State of Texas, in the amount of five percent (5%) of the greatest total amount of the proposed contract amount (Base Price plus all Allowances), payable without recourse to the order of the Garland ISD Board of Trustees, must accompany the Proposal as a guarantee that, if awarded the Contract, the proposer will promptly enter into and execute the Contract and Performance and Payment Bonds on the forms provided.

The Proposal Guaranty Bond must be accompanied by a properly dated and executed Power of Attorney with a raised Surety seal on each document. Failure to do so will constitute an irregular Proposal which will be deemed as non-responsive. Use of a Surety company's bond form is not acceptable and will result in the Proposal being deemed as non-responsive.

Should the successful proposer fail to execute and return to Garland ISD, the Contract and Performance and Payment Bonds within fifteen (15) calendar days after the date of transmittal of the Contract Documents for execution, the Proposal Guaranty Bond becomes the property of Garland ISD.

Proposal guaranties of all proposers will be retained until after the Contract, Bonds and Insurances have been executed and received by the Garland ISD.

No cashier's checks, official checks, or other items will be accepted. Only a Proposal Guaranty Bond as described in this paragraph is accepted for proposal security.

4.2 Payment and Performance Bonds

The Owner shall have the right to require the Supplier to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements of specifically required in the Contract Documents on the date of execution of the Contract, Attachments H and I.

If the Contract amount is \$100,000 or more, the Supplier shall furnish a Performance Bond equal to one hundred percent (100%) of the Contract Sum. If the Contract amount is \$25,000 or more, the Supplier shall furnish a Payment Bond equal to one hundred percent (100%) of the Contract Sum. There shall be separate bonds, the terms of which and the sureties of which are satisfactory to the Owner and which comply with Chapter 2253, Texas Government Code, Title 10 (Vernon Supp. 1999), and all other applicable law. Supplier shall furnish a copy of the Payment Bond to each of its Sub Suppliers upon request.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Supplier shall promptly furnish a copy of the bonds or shall permit a copy to be furnished.

4.3 Insurance

Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due not later than 5 business days after execution of contract by the owner. (Refer to "Attachment F"). An affidavit of ability to provide the required insurance should be submitted with the proposal, "Attachment F".

Ownership of the Request for Proposal and Supplier's Proprietary Information.
Submitted Proposals, documentation and supporting materials shall become the property of Garland ISD. No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been

provided, and all insurance is in full force and effect. Supplier shall notify Owner in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by the Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Supplier is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, the Supplier shall provide written notice to the Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

Satisfactory evidence of insurance required by this Article shall be provided to Owner not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance certificates on the most current ACORD 25 form or other approved Texas Department of Insurance form, binders, declarations, and endorsements themselves. The Supplier shall furnish Owner copies of all insurance policies, amendments, renewals, notices, cancellations and additional endorsements within sixty (60) days after the execution of the Contract by Owner, and as they are provided to Supplier.

All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a rated not less than A minus VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, <http://www.ambest.com> and that permits waivers of subrogation.

All liability insurance required herein shall name Garland ISD, its officers, employees, volunteers, and elected officials, as an additional insured, except Supplier's Worker's Compensation insurance and Professional Liability insurance.

All insurance required herein shall be primary insurance as respects the additional insured required. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the additional insureds on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

Any failure of the Supplier to comply with the reporting provision of the policies shall not affect the coverage provided to the Additional Insured Parties.

Any workers on the Project must be covered by the required insurance policies of the Supplier or a Sub Supplier. Supplier shall be responsible for all policy deductibles and self-insured retentions.

Supplier will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Supplier will provide Owner with Supplier and insurance carrier contact names and phone numbers. Supplier will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA.

Nothing contained in this Article shall limit or waive Supplier's legal or contractual responsibilities to Owner or others.

4.4 Site Investigation

It is the responsibility of each proposer to examine the project site, existing improvements, and adjacent property and be familiar with existing conditions, and the full scope of the work to be provided before submission of a Proposal. By submitting a proposal, the Proposer certifies his acceptance of this requirement.

After investigating the project site and comparing the Drawings and Project Manual/Specifications with the existing conditions, the proposer should immediately notify the Garland ISD Point of Contact identified in 1.1.2 of any conditions for which requirements are not clear; or about which there is any question regarding the extent of the Work involved.

Should the successful proposer fail to make the required investigations and should a question arise after award of contract as to the extent of the Work arising from existing conditions, the A/E will review the issues and make a recommendation to the Project Manager.

Requests for site visits by individual proposers after the formal Pre-Proposal Meeting and Site Visits, and for the purpose of evaluating and preparing a proposal, will not be accommodated. State law requires proper background checks and badging or accompaniment by District personnel for site visits. It is not practical for the District to provide such accompaniment for individual proposers outside the prescribed Pre-Proposal and Site Visit parameters. Therefore, the only viable and appropriate opportunity for viewing the site prior to the proposal date is to attend the Pre-Proposal Meeting and Site Visits.

4.5 Evaluation and Contract Award Process - Proposals will NOT be opened publicly.

After opening the Proposals, the Selection Committee will evaluate and rank each Proposal with respect to the published selection criteria. This ranking will be used to make an advisory recommendation to the Garland ISD Board of Trustees, and is subject to their approval. Garland ISD may discuss with the selected proposer offers for cost adjustment and other elements of the Proposal. Garland ISD will endeavor not to disclose any information derived from the Proposals submitted by competing firms in conducting such discussions. Supplier will be required to sign the Garland ISD Contract form.

Garland ISD reserves the right to ask for presentations during the evaluation process. Notice will be given to the proposers who are in the "zone of consideration" for award. Evaluation of the presentations may result in scoring changes to the appropriate category.

If Garland ISD determines that it is unable to reach a satisfactory agreement with the first ranked proposer, Garland ISD will terminate discussions with that proposer. Garland ISD will then proceed with negotiations with each successive proposer as they appear in the order of ranking until an agreement is reached, or until Garland ISD has rejected all Proposals. After termination of discussions with any proposer, Owner will not resume discussions with that proposer.

Following execution of a contract agreement between Garland ISD and the successful Supplier(s), the proposers will be made available to the public on the Garland ISD website.

The award or rejection action regarding this Proposal is at the sole discretion of Garland ISD. Garland ISD makes no warranty regarding that a contract will be awarded to any proposer.

If a Contract is awarded, it will be awarded to the proposer offering the best value to Garland ISD. Garland ISD is not bound to accept the lowest priced Proposal, if that Proposal is judged not to be the best value for Garland ISD, as determined by Garland ISD.

4.6 Receipt of Proposals

Hand-carried proposals are to be delivered to:

Receptionist for Facilities & Maintenance to be date/time stamped
Garland ISD Purchasing Bond Department
Marvin Padgett Auxiliary Services Center
701 N. First St., Garland, Texas 75040

4.7 Addenda, Alternates and Unit Prices

Addenda. Suppliers are required to acknowledge receipt of all addenda issued. Failure to acknowledge all addenda in the Proposal Form may result in the Proposal being deemed as non-responsive.

Alternates. Suppliers are required to submit prices for the Alternates described in Section 01 23 00 to add work or to deduct work from the Base Proposal. Supplier shall be responsible for any changes in the Work affected by acceptance of Alternates. Refer to Drawings and Technical Specifications Sections for items of work affected by Alternates. Election of Alternates will be exercised at the option of the Owner. Supplier will include as part of each alternate, miscellaneous devices, accessory objects and similar items incidental to, or required for, a complete installation. The amount shown in Specification Section for each alternate shall include all plant, labor, material, equipment, overhead, profit, insurance and other costs incidental to the performance under the alternate. Failure to provide this information as an alternate is unacceptable and may result in the Proposal being deemed as non-responsive.

4.8 Warranty/Preventive Maintenance/Repairs.

Garland ISD is requesting a full service maintenance program to maintain the proposed product to include preventive maintenance, extended warranty, and repairs not covered by warranty. Supplier shall provide a full description of the proposed program to include all covered services and parts with detailed contact information. All non-covered warranty items must be detailed. Pricing is to be entered in paragraph, reference Table 2.2 of the Proposal form.

4.9 Unit Prices.

Suppliers are required to submit unit prices for any items that are listed in Spec. The amount shown for each unit price listed task/item shall include all overhead, profit, insurance and other costs incidental to the performance of the listed task/item. Failure to provide the requested unit pricing may result in the Proposal being deemed as non-responsive. Reference paragraph 2.4.

4.10 Evaluation Criteria

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Government Code, Chapter 44.031. The firm that offers the best value to the district based on published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm. Should negotiations be unsuccessful, the firm will be notified in writing of the decision to end negotiations, and the District will proceed to the next firm in

the order of selection ranking until a contract is reached or all proposals are rejected. Based upon the proposal material submitted, the following criteria will be used to evaluate firms.

It is the intent of the DISTRICT to award to a single Supplier; however, the DISTRICT reserves the right to award to a single Supplier or multiple Suppliers, or in any combination it determines to be in the DISTRICT's best interest.

All vendors/proposers need to be registered with GISD purchasing prior to bidding on projects. See <http://www.garlandisd.net/departments/purchasing/howto.asp> to register.

Evaluation Criteria Step 1

Criteria Number	Criteria Description	Category Value
1.	Purchase Price	
	Proposal Price – This section will be scored based on proposer’s total price in relation to ranking among other proposers prices.	40 points
2.	Quality and Reputation of Supplier	
	Category Total:	33 Points
2 a.	References and Past Experience – Designated evaluators will check information submitted to score this section. Proposer will provide three (3) references with most updated contact information. (References shall be from Owner and/or Architect who directly oversaw the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, <u>with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed.</u>	20 points
	Past Experience - Past and current experience on ISD or similar projects will be considered in scoring this section. Proposer is required to list no more than five (5) ISD projects in the past 2 years in addition to projects similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of installation specific to the scope of work in this RFP. Past experience with Garland ISD will also be evaluated.	
	Proposer must provide a list of no more than five (5) projects in process and or completed in the last 3 years. Projects older than 3 years may be submitted if similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of installation specific to the scope of work in this RFP. Include Client name, email, contract value, and contract duration.	
	Proposer to indicate role on each project (Prime Supplier, Sub-Supplier, Joint Venture (JV), etc.)	
	Litigation – Proposer is to indicate and list if actively involved in any litigation with Owner (only) organization(s) (past, previous, or current).	
2	Safety	
2 b.	Safety – Submit OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror’s insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror for past 3 years.	13 points
	Proposer to indicate if they have ever been denied workers compensation insurance or denied renewal of workers compensation insurance.	
	Proposer to indicate if they have ever been fined by OSHA.	
	Proposer to provide copy of company’s safety program.	
	Safety Plan- Proposer to provide <u>site specific Safety Plan</u> . For bid package that includes more than one school, submit a site safety plan per location. Specifically, include working with students on-site.	
3.	Execution	
	Category Total:	25 points
3	Proposed Project Team(s) and Management approach to proposed projects.	
	Proposer to include resumes of actual staff who will be assigned to the project(s).	15 points
3	Proposed schedule and phasing plan.	
	Proposer to provide detailed execution plan demonstrating a thorough understanding of the scope, and methodology in compliance with the phasing plan/information provided in the proposal documents.	10 points
Evaluation Criteria Step 2-<i>Based on ranking of the proposals after “Evaluation Criteria Step 1,” the financial strength will be evaluated for only the top ranked proposals or as many as deemed necessary by the district.</i>		
4.	Financial Strength	
	Category Total:	2 points
	Financial status of the vendor (as rated by Dun & Bradstreet)	
	Proposer must indicate number of years as a D&B member. Proposer to provide current D&B rating.	
	Proposals must include the DUNS account number and location of office. Failure to provide the DUNS number will result in zero (0) points.	
	Total Maximum Points	100

PROPOSAL FORM:

Ultimate Corporate Ownership

Is proposer a corporation? Check One, No or Yes

Proposer's name and address of principal place of business:

Ultimate parent company or majority owner's name and address of principal place of business:

2.1 Supplier's Price (40 Points out of 100 Possible Points in the Selective Criteria)

Total amount for the performing or causing to be performed all Work including labor and materials necessary in accordance with the Contract Documents, Drawings, and Specifications;

(Base Amount shall be shown in both words and numbers; in the event of discrepancies, the words will govern.)

<p>A. Proposer's Base Price for all work involved to replace the SNS Freezer:</p> <p>_____ \$ _____</p> <p>_____ Dollars</p> <p>_____</p>
--

2.2 The following is the price for the maintenance program/extended warranty identified in 4.9.

B	Preventive Maintenance Program Dollar Amount	Extended Warranty Cost (include details as an attachment)	REPAIRS PARTS (not covered under warranty-attach details separately)	REPAIRS-HOURLY LABOR RATE
Year 1				
Year 2				
Year 3				
Year 4				
Year 5				

2.3 Alternates

This information is to be submitted if requested:

Alt #	Org	Funding Source	School & Alternate Description	Proposer's Price
			N/A	

2.4 Unit Pricing

This information is to be submitted as needed. Provide attachment.

2.5 Proposed Performance Duration

The Supplier understands that Garland ISD desires that the Project be completed on or before the duration of the contract.

The Supplier shall prepare and submit a proposed installation schedule for each location in the Bid Package and present this schedule. This schedule may be as detailed as the Proposer would like, but must have a minimum of schedule information (major installation phases, activities, and milestones) as is necessary to facilitate negotiations.

Supplier agrees to base its price on the proposed completion schedule and the phasing plan presented in the contract documents. The Supplier may, at their option, propose a project duration that is of less duration and indicate this duration in the box below. However, the duration proposed by the Supplier must be based upon the number of phases identified in the contract documents and must not be predicated upon the use of additional temporary swing space other than the swing space identified in the contract documents. Contract documents identify the number of existing classrooms or temporary portable buildings available to the Supplier for swing space if applicable.

Note: Suppliers may, as a Cost Saving Recommendation, offer for Garland ISD's consideration, an alternative plan, which may alter the duration in the contract documents. However, any such proposal must be presented as a Cost Saving Recommendation in the Technical Proposal – Part B. The Supplier must clearly identify the alternative work schedule, alternative duration and alternative base price. The evaluation committee will evaluate alternative plans and schedule and determine if the plans may benefit Garland ISD.

Org #	PROJECT NAME	PROJECT TYPE	ADDRESS
	SNS Warehouse Freezer Replacement	RFP/Installation	701 N. First Street Garland TX 75040

2.6 Discrepancy in Pricing

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Bids written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Bid. If errors in multiplication or Addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION**

Supplier's Firm Name (legal name)	
Federal Tax I. D. Number	
Supplier's Street Address	
Supplier's Phone Number	
Supplier's Fax Number	
Supplier's Email Address	

SUBMITTED BY:

(Corporation, Partnership, Individual, etc.)

Name of President of Corporation *or*
Name of Principal Owner

Name of Secretary of Corporation
(if applicable)

Email: _____

(Corporation, Partnership, etc.,) is organized under the laws of the State of _____.

Firm: _____

By: _____

Title: _____

Legal Address: _____

Date: _____

Affix Corporation Seal here (if applicable)

REQUEST FOR PROPOSAL
to
GARLAND INDEPENDENT SCHOOL DISTRICT

PART A. GENERAL

1.01 Supplier Firm Information

Supplier's Firm Name (Legal Name)	
Supplier's Point of Contact with Signature Authority	
Street Address	
Phone and Fax Number	
Point of Contact Email Address	
Type of Business: _____ Corporation, _____ Partnership, _____ Sole proprietorship, _____ Joint Venture	
State of Incorporation	
DUN & BRADSTREET NUMBER:	
In continuous business since (Date of Incorporation/ Years in Business):	
List other fully staffed offices or fully staffed branch offices of your organization:	
<u>Name</u>	<u>Branch Manager</u> <u>Telephone Number</u>
1. _____	
2. _____	
3. _____	
4. _____	
Corporate Officers, Partners or Owners of Organization:	
<u>Name</u>	<u>Title</u> <u>Installation Experience (Years)</u>
1. _____	
2. _____	
3. _____	
4. _____	
Corporate Officers, Partners or Owners of Organization:	
<u>Name</u>	<u>Title</u> <u>Installation Experience (Years)</u>
5. <u>Minority Owned Business: Certified with</u> _____ (provide certificate copy)	
6. <u>Women Owned Business: Certified with</u> _____ (provide certificate copy)	
7. <u>Other (Define)</u> _____ (provide copy of certificate)	
8. _____	
Has your organization ever defaulted or failed to complete any work awarded? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, stipulate where and why:	
Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on Time? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, stipulate where and why:	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proposer's principal place of business (or main corporate office) is located in _____ (state).	
Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does your firm employ at least 500 persons in the state of Texas? Yes <input type="checkbox"/> No <input type="checkbox"/>	

TECHNICAL PROPOSAL FORM

Name of Supplier	
-------------------------	--

PART B. TECHNICAL PROPOSAL

The Supplier is requested to submit a complete response to each of the items listed in this technical proposal form. If the question is not applicable, please provide a response after each question or section with: "N/A" (which indicates "not applicable to this project"). Responses requiring additional space should be brief and submitted as an attachment to this section.

2. **Quality and Reputation of Supplier** (33 Points out of 100 Possible Points in the Evaluation Criteria)

2 a. **References, Past Experience, Project Role, and Litigation** (20 Points of the 33 points Possible under Quality and Reputation of Supplier)

➤ **References**

- Proposer will provide three (3) references with most updated contact information. (References shall be from Owner and/or Architect who directly oversaw the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, with emphasis on school, educational, and/or renovation experience, that your organization has in-progress or completed.
- ***Supplier should ensure availability of the references after proposals are opened.***

Proposer should copy this form for use to submit References

Table 1: Project Reference Information

Project No. _____:

Owner / Name and Location of Project:	
Type of Project: (Replacement or New Installation?)	
Square Footage	
Procurement Method: (Competitive Bidding, RFP, Other)	
Type of Contract: (Lump Sum, Cost Plus, T&M, other)	
Contract Amount: (at time of award)	
Final Contract Amount: (If in progress, contract amount to date)	
Contract Time: (at time of award)	
Percent Complete:	
Projected/Actual Completion Date:	
If completed, was the project completed on Time? If in progress, is the project on schedule?	
What kind of delays occurred?	
Did Supplier operate in a safe manner? Was safety a priority to the Supplier?	
Reporting Tools used: (Daily reports, weekly reports, monthly reports)	
Superintendent's Name: Project Manager's Name:	
Owner* or Appropriate Owner's Representative** Reference Contact Name/Telephone- Facsimile/Address: *If reference is no longer employed by the Owner indicate current Employer and Title. **Program Managers cannot be used as a reference from a past projects on one of their own current projects.	

➤ **Past Experience**

- **School Districts K-12:** Past and current experience on ISD or similar projects will be considered in scoring this section. Proposer is required to list up to five (5) Independent School District (ISD) projects in the past 2 years in addition to projects similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of equipment specific to the scope of work in this RFP. Past experience with Garland ISD will also be evaluated.
- Proposer to indicate role on each project (Prime, Sub-Supplier, Joint Venture (JV), etc.).

Table 2a: Past and Current experience on ISD projects

Provide below the Owner's Name, ISD, and Email; School Name; Installation Type; Final Installation Value; and, Contract Duration for no more than 5 completed K-12 Projects. Further Details should be included in Table 1, References for up to 3 of those listed below.

<u>OWNER/ISD and Email</u>	<u>School Name</u>	<u>Replacement or New Installation</u>	<u>Square Footage of Project</u>	<u>Role on Project</u>	<u>Final Contract Value</u>	<u>Contract Beginning and Completion Dates</u>

- **Commercial Projects:** Proposer must provide a list of up to five (5) projects in process and/or completed in the last 3 years. Projects older than 3 years may be submitted if similar in size and scope. Size = Square footage (SF) of project(s). Scope is the type of installation specific to the scope of work in this RFP. Include Client name, email, contract value, and contract duration.
- Proposer to indicate role on each project.

Table 2b: Commercial Projects similar in Size and Scope

<u>OWNER and Email</u>	<u>Project Name</u>	<u>Replacement or New Installation</u>	<u>Square Footage of Project</u>	<u>Role on Project</u>	<u>Final Contract Value</u>	<u>Contract Beginning and Completion Dates</u>

➤ **Litigation**

- Does the Proposer have any current or past litigation with an Owner organization(s). No or Yes If yes, then complete Table 3.

Table 3: Litigation

Provide below the Date, Description, and Status of any litigation directly with an Owner organization

only.

<u>Date</u>	<u>Description</u>	<u>Status</u> (Pending, Active, Closed)

2 b. Safety (13 Points of the 33 points Possible under Criteria 2)

A. Submit OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror for past 3 years, Table 4.

Complete the matrix for the past three (3) years, as obtained from OSHA No. 300 Log:

Table 4: Safety Matrix for Three (3) years

Table 4 –Safety Matrix (2 b. A)	Year	Year	Year	Year	Current Year
Number of injuries and illnesses					
Number of lost time accidents					
Number of recordable cases					
Number of fatalities					
Number of employee direct hire fixed hours worked (round to 1,000's)					

B. Has your organization ever been denied workers' compensation insurance or denied renewal of workers compensation insurance? No or Yes (If yes, then complete Table 5)

Table 5: Non-Insurance Renewal

(Provide below the date(s) of worker's compensation denial/non-renewal.)

<u>Date</u>	<u>Description</u>

C. Has your organization ever been fined by OSHA? No Yes (If yes, then complete Table 6)

Table 6: OSHA Fines

(Provide below the date(s) of OSHA fines)

<u>Date</u>	<u>Description</u>

D. Are regular project safety meetings held by Field Supervisor(s)? No or Yes

If yes, frequency: _____ Weekly _____ Bi-Weekly _____ Month _____ As Needed

E. Are project safety inspections conducted? No or Yes

If yes, who performs inspection? _____

How often? _____ Weekly _____ Bi-Weekly _____ Month _____ As Needed

F. Does your organization have a written safety program? No or Yes (If no, then the Supplier may adopt the Garland ISD Safety manual.)

If yes, the original and one (1) copy of the full safety manual should be provided in hard copy form with a PDF file marked as "Safety Manual" on each of the five (5) separate flash drives submitted, as required.

Will your organization adopt the GARLAND ISD Safety Manual? No or Yes

Access the "Garland ISD Installation Minimum Safety Program Guidelines Manual":

http://www.garlandisd.net/sites/default/files/general/attach_2-00_7319-gisd_safety_guide-71_pgs.pdf

G. **"Site Specific" Safety Plan:** Proposer to provide a site specific Safety Plan to incorporate procedures for the Garland ISD project.

- Initial site specific installation site plan showing potential site entrance, exit, parking, potential delivery route, lay-down area, job trailer location, etc.
- Include your company's full safety manual
- Specifically, include a preliminary plan for working with students on-site, if applicable.
- Location of nearest medical treatment facility per job site

NOTE: For a bid package that includes more than one school, submit a site safety plan per location.

H. Does your organization have a safety orientation program for new employees? No or Yes

I. For employees promoted to Field Supervisor? No or Yes

If yes, does your Supervisor Safety Program include instructions on the following topics?

Table 7: Safety Program

	Yes	No
Safety work practices		
Tool box safety meetings		
First aid procedures		
Accident investigation		
Fire protection		
HazCom Program		
Record keeping		
Emergency response procedures		
New worker orientation		

J. Does your organization have a written Drug and Alcohol policy in place? No or Yes

If yes, provide a copy of the policy as an attachment.

If no, please note when adopting the Garland ISD safety manual, the Supplier is also adopting the "Drug and Alcohol Policy" included within.

K. Provide a resume of the Safety Manager.

3. Execution: (25 Points under Criteria 3)

3a. Proposed Project Team(s) and Management approach to proposed projects: (15 Points of the 25 points Possible under Criteria 3)

Please note that Garland ISD requires a full-time superintendent to be assigned to the job site while Work is in progress, contingent upon the continued employment of those personnel by the Supplier. Supplier's staffing approach and organization must reflect this requirement. Supplier may not make any changes to these personnel assignments without the prior approval of the Program Manager and the Owner.

- Proposed Project Team(s) and Management approach to proposed projects.
- Proposer to include resumes of actual staff who will be assigned to the project(s).
- Provide a Staff Organization Chart depicting your staff roles, relationships, and responsibilities.

Identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Cost Estimator, Scheduler, and Safety Manager, etc. by name and title and provide the following information for

each. Include additional key staff, as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc., Table 8.

Table 8: Proposed Project Staff

Staff: Project Manager

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of installation experience:	
Full Time or Part Time (For part time Personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, etc.)	
Relevant experience with similar projects: (educational and/or renovations and/or additions as applicable)	
Years with the Organization:	

Staff: Superintendent 1 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of installation experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Staff: Superintendent 2 – School Name:

Name:	
Current Assignment: (Project name, client name and anticipated project completion date.)	
Total years of installation experience:	
Relevant experience with similar projects:	
Years with the Organization:	

Proposer should copy this form as needed to present information for all proposed staff.

3b. Proposed Installation schedule and phasing plan: (10 of possible 25 points, Criteria 3)

- Proposed Installation schedule and phasing plan.
- Proposer to provide detailed execution plan demonstrating a thorough understanding of the scope, and methodology in compliance with the phasing plan/information provided in the proposal documents.

The Supplier's proposed schedule is a vital part of the evaluation process and sufficient information should be provided for Garland ISD to assess the Supplier's time frame, work plan and approach.

- Describe the type of software utilized to prepare the installation schedules.

4. Financial Strength: Financial status of the vendor (as rated by Dun & Bradstreet): Category Total: (2 Points of the 2 points Possible under Criteria 4)

- Proposer must indicate number of years as a D&B member. _____
- Proposer to provide current D&B rating. _____
- Proposals must include the DUNS account number and location of office:

D-U-N-S Account Number: _____

Complete Legal Company Name: _____
(as recorded with Dun & Bradstreet)

Location: _____

(This information will allow the owner to confirm that the correct reports are being used for the evaluation. Failure to provide the DUNS number will result in zero (0) points.)

Attachment A

Buy American Act Certification Form (Domestic End Product)

I, the Supplier, certify only domestic supplies are used on this project in compliance with all applicable standards, orders or regulations issued pursuant to the Buy American Act, 41 CFR Subpart 25.001

“Domestic end product” means-

(1) An unmanufactured replacement material mined or produced in the United States;

(2) A domestic end product is manufactured in the United States, **if-**

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The domestic end product is a COTS item.

Supplier
Name: _____

Title of Authorized
Representative: _____

Mailing Address:.....: -----

Signature: _____

Complete and return with proposal

Attachment B Deviation/Compliance Form

An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** 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 Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Attachment C
Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature Title Date Sign

Attachment D
Certification for Criminal History Check
(In Compliance With Texas Education Code § 22.0834(A))

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or SubSupplier of the Supplier or of any Sub Supplier of the Supplier, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

“Direct contact with students” -The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ (“Supplier”), I certify that [check one]:

None of Supplier’s employees are *covered employees*, as defined above. The service Supplier shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Supplier’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Supplier has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Supplier receives information that a covered employee has a disqualifying conviction, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Supplier with this certification may be grounds for contract termination.

Signature _____ Title _____ Date _____

Attachment E
CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract

- (1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
 - a. Consultant.
 - b. Principal investigators.
 - c. Providers of audit services required by the TDA or federal funding source.
 - d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or Subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

(Continued on next page)

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor)	Vendor ID No. or Social SecurityNo.

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this Certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

Attachment F Insurance Requirements

The Proposer shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Proposer and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Proposer shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The proposer shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Proposer shall, during the performance of this Agreement, keep in force the following insurance:

- a. Comprehensive General Liability*(CGL)
 - 1) Bodily Injury..... \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Personal Injury..... \$250,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 3) Property Damage \$500,000 each occurrence
- b. Comprehensive Automobile Liability*(CAL)
 - 1) Bodily Injury..... \$500,000 each person, \$500,000 each occurrence, \$1,000,000 aggregate
 - 2) Property \$100,000 each occurrence
- c. Workers' Comp. (as a subscriber to the Act) Statutory (per benefits of Texas Workers' Comp. Act)
- d. Employer's Liability
 - 1) Each accident..... \$300,000
 - 2) Disease..... \$300,000
 - 3) Disease for each employee \$300,000

*In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate.

The Proposer shall either: (1) require each of its sub-Supplier to procure and to maintain during the life of the sub-contract, Sub-Supplier's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-Supplier in its own policy(ies).

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

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Proposer shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A proposer who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Proposer certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Proposal Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required.

_____(Initials)

Company Name	Insured By	Printed Name	Certificate Number
--------------	------------	--------------	--------------------

ATTACHMENT G

PROPOSAL GUARANTEE BOND

Name of Contractor	
---------------------------	--

KNOW ALL MEN BY THESE PRESENTS, THAT we _____ as Principal, and _____ as Surety, are held and firmly bound unto the Board of Trustees, Garland Independent School District, Garland, Dallas County, Texas, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Competitive Sealed Proposal, dated _____, 20____, being for the replacement of _____ with appurtenances thereto, at Garland, Dallas County, Texas, the kind and extent of work involved being set forth in detail in the proposed Contract Documents;

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such proposal, and give such bond or bonds as may be specified in the proposal or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

This Proposal Guarantee Bond applies to all contracts in excess of \$100,000 involving a contract for replacement, alteration or repair of any public building or the completion or prosecution of any public work.

This Proposal Guarantee Bond must be payable to the awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.

Surety must be corporate surety duly authorized to do business in Texas.

This Proposal Guarantee Bond must be equal to 5% of the full amount of the contract which it secures. Power of Attorney from Corporate Surety should be attached to this Proposal Guarantee Bond.

SECTION 00 43 13 – PROPOSAL GUARANTEE BOND

Name of Contractor	
---------------------------	--

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Business Address)

(Individual Principal)

(Business Address)

(Corporate Principal)

ATTEST:

Secretary

President

Business Address

Corporate Surety

ATTEST: _____

BY: _____

ATTACHMENT H

BOND NO. _____

TEXAS STATUTORY PERFORMANCE BOND

THE STATE OF TEXAS) COUNTY OF GARLAND)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(Herein after called the Principal), as Principal, and

(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Garland Independent School District, (hereinafter called the Obligee), in the amount of

\$ _____
(Numeric)
(_____)
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ of _____, 20____, generally described as:

(List Project Description from Agreement)

to do and perform certain replacement work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the conditions of this Obligation is such that if the Principal shall faithfully perform all of the work in accordance with the plans, specifications, general conditions and contract documents, and shall faithfully perform each, every and all other obligations incumbent upon him under the terms of said written contract referred to, and shall fully indemnify and save harmless the Obligee from all costs, expense and damage which it may suffer or incur because of Principal's default, or failure so to do, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Performance Bond Continued On Page 2)

BOND NO. _____

(Performance Bond Continued From Page 1)

In the event Principal shall default in the faithful performance of the work called for by said written contract, plans, specifications and contract documents, the Surety shall within 15 days of the determination of default (determined as provided in said contract, general conditions and contract documents) take over and assume completion of said contract, or within such 15 day period make other arrangements satisfactory with the Oblige for completion of the contract, and said Surety shall become entitled thereupon to the payment or benefit of the balance of the contract price as the same matures according to its terms.

The Surety, for the protection of the Oblige herein, waives notice of, and hereby consents to any subsequent modification or alteration both in the work to be performed by the Principal, and the consequent price or sums to be paid by the Oblige, as well as any other change, or amendment, addition or deletion in the contract documents during the progress of the work, including but not limited to all extensions of time or other indulgences permitted the Principal.

Notwithstanding any other provision; the liability of the Surety on this bond shall never exceed the penal sum stated in first paragraph.

This Performance Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of the Legislature, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. This bond and all of the provisions herein contained shall be solely for the protection of the named Oblige which has awarded the contract referred to.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ Day of _____, 20_____

PRINCIPAL _____ (Seal)
(Name of Company)

Witness:

_____ (Seal)
(If Individual or Firm)

Attest: _____ (Seal)

_____ (Seal)
(If Corporation)

SURETY _____ (Seal)
(Name of Company)

By: _____
Attorney-In-Fact

(Performance Bond Continued on Page 3)

BOND NO. ____

(Performance Bond Continued From Page 2)

NOTE:

- 1) This Performance Bond applies to all contracts in excess of \$100,000 involving a contract for installation of equipment, replacement, alteration or repair of any public building or the completion or prosecution of any public work.
- 2) This bond must be payable to the awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- 3) This bond must be furnished before any work is commenced.
- 4) Surety must be a corporate surety duly authorized to do business in Texas.
- 5) This PERFORMANCE BOND must be in the full amount of the contract which it secures.
- 6) Power of Attorney from Corporate Surety must be attached to this Performance Bond.

THIS AREA FOR DISTRICT USE ONLY

NOTES: _____

Reviewed by Obligee:
Garland Independent School District

By _____
Risk Management

ATTACHMENT I

BOND NO. _____

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS) COUNTY OF DALLAS)

KNOW ALL BY THESE PRESENTS

That, _____
(Legal Name of Contractor)

(herein after called the Principal), as Principal, and

(Legal Name of Surety)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto the Garland Independent School District, (hereinafter called the Obligee), in the amount of

\$ _____
(Numeric)

(_____)
(Words)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the

_____ Of _____, 20____, generally described as:

(List Project Description from Agreement)

to do and perform certain replacement work as provided in said contract and the related plans, specifications, general conditions and other contract documents, all of which are by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this Obligation is such that if the Principal shall promptly make payment to all claimants supplying labor and material (as hereafter defined) in the prosecution of the work provided for in said contract, the related plans, specifications, general conditions and other contract documents, then this obligation shall be void, otherwise it shall remain in full force and effect.

(Payment Bond Continued On Page 2)

BOND NO. _____

(Payment Bond Continued From Page 1)

This Payment Bond is given in compliance with the terms and provisions of Chapter 2253 of the Texas Government Code as amended by the Acts of the Legislature, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter, to the same extent as if it were copied at length herein. The claimants referred to in this bond are those defined by such Chapter 2253, and this bond shall be solely for the protection of all such claimants supplying labor and material as defined in such Chapter, in the prosecution of the work provided for in said contract, and shall be for the use of each such claimant and none other.

The undersigned, corporate Surety, does by the execution of this Bond solemnly warrant and represent that it is duly authorized to do business in Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this

_____ day of _____, 20_____

PRINCIPAL _____ (Seal)

(Name of Company)

Witness:

_____ (Seal)
(If Individual or Firm)

Attest: _____ (Seal)

_____ (Seal)
(If Corporation)

SURETY _____ (Seal)
(Name of Company)

By: _____
Attorney-In-Fact

(Payment Bond Continued On Page 3)

BOND NO. _____
Garland ISD

RFP# 499-09-18

(Payment Bond Continued From Page 2)

NOTE:

- (1) This Payment Bond to contracts in excess of \$25,000 involving a contract for installation of equipment, replacement, alteration or repair of any public building, or the completion or prosecution of any public work.
- (2) This bond must be payable to the governmental awarding authority, Garland Independent School District, as the named Obligee, and it must be approved as to form by such awarding authority.
- (3) This bond must be furnished before any work is commenced.
- (4) Surety must be a corporate surety duly authorized to do business in Texas.
- (5) This PAYMENT BOND must be in the FULL amount of the contract.
- (6) Power of Attorney from Corporate Surety should be attached to this Payment Bond.

THIS AREA FOR DISTRICT USE ONLY

NOTES: _____

Reviewed by Obligee:
Garland Independent School District

By _____
Risk Management