



**GARLAND INDEPENDENT SCHOOL DISTRICT**  
**PURCHASING DEPARTMENT**  
*501 S. Jupiter*  
*Garland, Texas 75042*

**REQUEST FOR PROPOSAL**  
**TRANSLATION AND INTERPRETATION SERVICES**  
**PROPOSAL #341-21-01**

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. CST, MARCH 30, 2021.

Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, 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 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide Translation and Interpretation Services to the Garland Independent School District (GISD) from May 31, 2021 (or date of award) through May 31, 2022 with the District's options to renew annually for four (4) additional years.

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

**\*\* The District will be closed March 15-19, 2021 please plan delivery accordingly\*\***

**THIS RFP WILL NOT BE OPENED OR READ PUBLICLY**

DELIVERY DATE IS \_\_\_\_\_ Business Days ARO  
 (After Receipt of Order)

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Address

\_\_\_\_\_ City

\_\_\_\_\_ State

\_\_\_\_\_ Zip

\_\_\_\_\_  
 Authorized Representative Name

\_\_\_\_\_ Title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_ Email Address

\_\_\_\_\_  
 Telephone #

\_\_\_\_\_ Fax #

*Mark A. Booker*

Mark A. Booker  
 Executive Director of Purchasing

## 1. INSTRUCTIONS TO PROPOSERS

### 1.1 Submission of Proposals

#### 1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Misty Sue Roberts, Buyer at [Msrobert@garlandisd.net](mailto:Msrobert@garlandisd.net)

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. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto:bids@garlandisd.net) and a copy to [Msrobert@garlandisd.net](mailto:Msrobert@garlandisd.net) no later than **March 22, 2021 at 12:00 p.m.**

#### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by **March 24, 2021 at 4:00 p.m.** It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

#### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COPY SUBMITTED ON FLASH DRIVE.  
ENSURE THE SUBMISSION IS CLEARLY LABELED.

**DELIVERY OF PROPOSAL:** Delivery of hard copies shall be submitted in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with BID#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Hand-carried submissions shall be delivered to Garland ISD Purchasing Department 501 S. Jupiter, Garland, Texas 75042. An exterior bid depository (Purchasing Drop Box) is available at the entrance to the Harris Hill Administrative offices located at the address provided above. The submission must be placed inside the depository at your convenience but no later than 10:15 a.m. on the prescribed due date listed in the solicitation. A submission is considered received when Purchasing has retrieved the package from the Purchasing Drop Box and the submission is date/time stamped before the deadline.

Note: Submissions must be sealed and not exceed 14"x10" x 5" to use the Purchasing Drop Box

#### **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.

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

**1.1.5. SIGNED ORIGINAL**

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

**1.1.6. LATE SUBMISSIONS**

Proposals received at the GISD Purchasing 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.

**1.1.7. 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 Department may be submitted with this proposal unless written instructions permit additional pages.**

**1.1.8. 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".

**1.1.9. NUMBER OF PAGES**

All pages of this Request for Proposal are to be returned with your proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

**1.1.10. FORMAT FOR PRICING**

Submission must be as instructed under "RESPONDENT'S SUBMITTAL" of this document. 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.

**1.1.11. MINIMUM QUANTITIES**

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified).

**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 PROPOSAL". Failure to follow this procedure will result in your firm being removed from the mailing list!

**1.1.14. PROPOSAL TABULATIONS**

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-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 Proposal must be listed on the Compliance Form, 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 Proposal 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, proposers 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 proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

**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. (Refer to Supplier Questionnaire)

**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 construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; 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](http://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.

**1.2.11. PRICE ESCALATION PROVISIONS**

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first 90 days of the contract. During the remaining yearly terms of the contract, proposed increases may be submitted to the Purchasing Department for review and should include documentation for price increase request. All price increases are subject to Purchasing Department approval and the Purchasing Department reserves the right to quote from among all vendors submitting bids to determine market value.

**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 individual’s 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).

**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. PUBLIC INFORMATION**

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. RECOVERED 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.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

#### **2.1.12. 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.

#### **2.1.13. BOYCOTT ISRAEL**

Pursuant to Texas Government Code Chapter 2271, 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.

#### **2.1.14. PROHIBITED TRANSACTION**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.



**2.1.15. BUY AMERICA ACT**

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Deviation/Compliance Form.

**3. SHIPPING AND DELIVERY**

- 3.1.** The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.
- 3.2.** Pick-up and delivery will be made between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday, excluding school holidays.
- 3.3.** Non-palletized freight shall be unloaded inside the Warehouse or School building. Supplier is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Supplier must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.4.** Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.5.** Removal of shipping cartons and other shipping debris is the sole responsibility of the successful proposer(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the contractor. The cost of the return shall be the burden of the responsible contractor.

**4. TERMS AND CONDITIONS**

- 4.1. CASH PAYMENTS AND DISCOUNTS**  
Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 4.2. MATERIAL SAFETY DATA SHEETS**  
Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).
- 4.3. HAZARDOUS MATERIALS USAGE NOTIFICATION**  
Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the

site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.

**4.4. SUBMITTING SAMPLES**

The District reserves the right to request samples of any/all products included on your company's proposal. Proposers are to be prepared to submit samples within five (5) working days of written request (at no charge to the Garland I.S.D.)

**4.5. 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.**

**4.6. 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.**

**4.7. 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:

- 4.7.1. Invoice is received at the address indicated on the purchase order
- 4.7.2. Pricing on the invoice matches the price on the purchase order
- 4.7.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.7.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.7.5. Unique invoice number used for each billing
- 4.7.6. Merchandise has been received.
- 4.7.7. 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.**

**4.8. CHANGING QUANTITIES**

Quantities may be increased or decreased at the discretion of the District.

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

**4.9. NO SMOKING POLICY**

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

**4.10. 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.

**4.11. 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.

**4.12. 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.

**4.13. 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.

**4.14. PURCHASE ORDER SHORTAGES**

If applicable to "Food Service" commodities, when/if a vendor "shorts" a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor's expense.

**4.15. AVAILABILITY OF FUNDING**

Garland ISD's fiscal year is July 1 through June 30. 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.

**4.16. INDEPENDENT CONTRACTOR**

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, 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,

Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor 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.

**4.17. 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 contractor(s). Contractor 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 contractor(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 contractor(s) will be limited to items received and/or services performed and accepted by the District.

**4.18. 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.

**4.19. 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.

**4.20. 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. Laboratory shall provide proper and safe facilities for such access and for inspection.

**4.21. 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.**

**4.22. 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.

**4.23. 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.

**4.24. 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.

**4.25. 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 I-Supplier, 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>.

Use of Oracle Punchout is another ecommerce option available if Garland ISD makes a determination that the company offering exceeds 2,500 SKU's and the potential spend would warrant the work effort to support the implementation. The Punchout will provide the ability to link out from Oracle iProcurement to a vendor's eCommerce site to shop, place items into a cart, and return that cart to their own procurement application to continue purchasing within their designated workflow. The resulting purchase order is then sent back to the supplier for order fulfillment. This is a mechanism by which GISD staff can navigate to supplier's website directly from iProcurement. This option will require involvement of both technology departments to discuss an implementation strategy.

**4.26. ELECTRONIC PRICE LIST**

Garland ISD **requires** suppliers to provide price lists using the form template found at this link: [https://www.garlandisd.net/sites/default/files/r12bulkloadertemplate\\_oracle.xls](https://www.garlandisd.net/sites/default/files/r12bulkloadertemplate_oracle.xls)  
Upon award of a contract, your company will be contacted to provide this price list.

“Instructions for completing Oracle bulk load catalog” are found at this link:  
[https://www.garlandisd.net/sites/default/files/gisdfiles/connectwithus/documents/instructions\\_for\\_filling\\_out\\_the\\_electronic\\_price\\_list.pdf](https://www.garlandisd.net/sites/default/files/gisdfiles/connectwithus/documents/instructions_for_filling_out_the_electronic_price_list.pdf)

**AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET.** Otherwise, PO’s will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

**It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier’s current loaded price list.**

This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

**SUPPLIER AGREES TO AUTHOR AND MAINTAIN PRICING AND PROVIDE AN ACCURATE, CLEAR AND SPECIFIC DESCRIPTION OF THE ITEM AVAILABLE FOR PURCHASE IN ACCORDANCE WITH THE SCOPE OF THIS SOLICITATION. AGREEMENT TO THIS RESPONSIBILITY WILL BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO ACKNOWLEDGE AND AGREE TO PROVIDE THIS FUNCTION UPON AWARD MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR QUOTE.**

**4.27. 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](http://www.ethics.state.tx.us/index.html).

**4.28. 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.

**5. SPECIAL TERMS AND CONDITIONS**

- 5.1 Translation vs. Interpretation.** Translation refers to the written conveyance of a message, while Interpretation refers to the oral conveyance of a message. For our school district

purposes, translation and/or interpretation services may be requested from an approved vendor based on his/her experience, training, performance, and/or certification. Interpretation will be simultaneous or consecutive, although in some instances sight translation might be recommended and required. GISD Translation & Interpretation Division of Student Services will determine the mode of interpretation to be used, based on the circumstances involved.

- 5.2 Contacting GISD Translation & Interpretation Division of Student Services.** All invoices, statements, and correspondence shall be mailed to GISD Translation & Interpretation Division of Student Services, Attention Maria Floyd, P.O. Box 469026, Mailbox 501, Garland, Texas 75046-9026. For all other purposes, vendors may contact GISD Translation & Interpretation Division of Student Services via telephone at (972) 485-4910 or facsimile (972) 494-8179.
- 5.3 Contacting Vendors.** GISD Translation & Interpretation Division of Student Services will contact the vendor/ interpreter/translator via telephone, fax and/or e-mail and will provide all pertinent information, (such as date, time, place, target language, and type of meeting) for interpretation assignments, and (deadline, target language, type of document, software, and subject) for translation assignments. All translations shall be e-mailed or hand-carried to GISD Translation & Interpretation Division of Student Services complying with the requirements and instructions of requester.
- 5.4 Sign Language.** For our school district purposes, American Sign Language (ASL) will be used as a means of communication to reach the hearing impaired, as needed. All signers must bear minimum a Level 2 certification to perform in our school district meetings. Likewise, all signers must be professionally trained and experienced. A valid certification issued by the Texas Commission for the Deaf and Hard of Hearing (TCDHH) is required for all signers interpreting for deaf and hard of hearing individuals in a variety of settings. Prior to the provision of services by any such individual, the proposer shall be responsible for providing to GISD Translation & Interpretation Division of Student Services a copy of certification from TCDHH placing that individual at a Level 2 or higher. Failure to provide an acceptable and up-to-date copy of certification for each individual providing sign language services under this Request For Proposal shall be grounds for immediate termination of any contracts or agreements.
- 5.5 All Other Languages.** The GISD and GISD Translation & Interpretation Division of Student Services require trained and competent interpreters to guarantee the proper flow of communication that will allow our staff members to make fully informed decisions for special and regular education purposes. Therefore, it is required that interpreters rendering services for our school district be able to document that they are trained, experienced and/or certified by a certification body acceptable to the GISD and GISD Translation & Interpretation Division of Student Services, in the skill of interpreting and code of ethics of this profession. They must be proficient in the language pair used and should faithfully and sensitively convey the message, paying close attention to accuracy and completeness in both content and culture. The District prefers that all interpreters be certified, and such certification may be taken into account in choosing vendors. Non-certified interpreters are strongly encouraged to obtain their interpreting certification as soon as possible, understanding that future renewal of contract will depend upon their expertise, performance and training/certification. All interpreters may be subject to language proficiency, background check, continuing education, and periodical translation/interpretation examinations (monitoring) to be conducted by GISD Translation & Interpretation Division

of Student Services or any other GISD and GISD Translation & Interpretation Division of Student Services approved agency.

- 5.6 Modes of Interpretation.** Interpretations will be either on-site or over-the-phone. The interpreter shall use simultaneous, consecutive and/or “sight translation”, which assumes the ability of the interpreter to read a document aloud using the target language to convey precise meaning. GISD Translation & Interpretation Division of Student Services will notify the interpreter in advance the type and method of interpretation that will be used as well as the purpose of the meeting/event and the type of audience expected.
- 5.7 Payment Terms.** After satisfactory delivery/service, payment will be made on monthly basis. An appropriate invoice, describing the assignment and target language, should accompany all translation assignments. The payment of interpretation assignments will be based on the Letter(s) of Agreement provided by the GISD Translation & Interpretation Division of Student Services. Vendors must submit an invoice for services rendered. Payment of both translation and interpretation assignments will require the signature of the GISD Translation & Interpretation Division of Student Services administrator in charge or his/her designee.
- 5.8 Additional Time.** Vendors must contact GISD Translation & Interpretation Division of Student Services immediately to report any discrepancies between the time assigned and the time served, understanding that, to be valid and payable, additional time of service must be previously approved by GISD Translation & Interpretation Division of Student Services. All additional time will be paid in fifteen (15) minute increments, based on the information immediately reported in written by both the school/department requesting the transaction and the vendor assigned.
- 5.9 Travel Allowance.** Travel allowance will be paid on daily basis not to exceed \$18.00, and GISD Translation & Interpretation Division of Student Services reserves the right to assign more than one meeting per working day, as needed. In those cases, travel allowance will be paid only for the first assignment, and the other assignment(s) will be paid based on additional time used for interpretation services.
- 5.10 No Side Agreements.** GISD Translation & Interpretation Division of Student Services will not be financially responsible for any side agreement made between the vendor and schools/departments. GISD Translation & Interpretation Division of Student Services will be liable ONLY for all the assignments arranged through its office and authorized personnel.
- 5.11 Conflicts of Interest.** The interpreter should immediately and professionally disclose any potential conflict of interest as soon as it becomes evident. Interpreters should respond within ethical boundaries to all situations and should withdraw from any situation that would compromise them ethically.
- 5.12 Tardiness and Absenteeism.** GISD Translation & Interpretation Division of Student Services strongly encourages punctuality and prompt communication. GISD and GISD Translation & Interpretation Division of Student Services will not be held financially responsible or otherwise liable for any assignment for which the interpreter is absent or more than fifteen (15) minutes late. Tardiness or failure to appear for a scheduled interpretation assignment, or failure to complete and deliver a translation assignment by a stated deadline, is an unacceptable inconvenience to District patrons and employees.



Except in instances involving acts of force majeure (as defined in Section 4.44 of this Request For Proposal), the individual interpreter, translator or firm that fails to provide GISD with a scheduled interpretation assignment due to tardiness or absenteeism, or fails to timely deliver a translation assignment shall be responsible for providing equivalent replacement services at no charge, or, at the option of GISD and GISD Translation & Interpretation Division of Student Services, monetary compensation that is equal to the total of the direct and consequential cost arising from the failure to perform the original assignment and the actual cost of obtaining the service from the same or a different vendor. The choice of these remedies of specific performance at no charge and/or monetary compensation shall be in the sole discretion of GISD Translation & Interpretation Division of Student Services.

- 5.13 Cancellations.** In the event that an interpretation or translation assignment must be canceled, GISD Translation & Interpretation Division of Student Services will contact the assigned Vendor to cancel the assignment within a reasonable time after learning of the need for cancellation. No payment will be made if GISD cancels an interpretation assignment at least one GISD business-day in advance. In the event of cancellation of a translation assignment, GISD shall only be responsible for payment for that portion of the translation completed before any cancellation.
- 5.14 Late Cancellations.** In the event of a cancellation by GISD of an interpretation assignment on the same day the assignment is scheduled, or if an event is cancelled due to a “no show” or other cancellation beyond the control of the interpreter after the interpreter has arrived at a scheduled interpretation location or has made himself/herself available at the scheduled time for a phone interpretation, the assigned Vendor will contact GISD Translation & Interpretation Division of Student Services via telephone to notify it of the situation. The cancelled transaction will be recorded. The interpreter will be paid the standard minimum fee for two (2) hours. Vendor/Interpreter is required to remain at the assigned location a minimum of fifteen (15) minutes before dismissal. This section shall not apply to acts of force majeure (as defined in Section 4.44 of this Request For Proposal).
- 5.15 Proposal Results.** Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$74,999) at the earliest opportunity following the official proposal opening date.
- 5.16 Drug/Alcohol Free Environment.** The possession, commercialization, and usage of any illegal drugs, alcohol and any illegal substances are strictly prohibited in the district premises. The Garland Independent School District will enforce the law to assure compliance.
- 5.17 Weapons.** No Vendor or officer, employee, agent or sub-contractor of any vendor shall possess on school premises any firearm, illegal knife or weapon prohibited under Texas Penal Code Sec 46.05.
- 5.18 Standards.** Interpreters shall be provided with effective communications as established by the Civil Rights Act of 1964. Interpreter services shall be provided on behalf of the GISD and at no cost to parents/students involved. All translation/interpretation services will be requested directly through and by GISD Translation & Interpretation Services.
- 5.19 Accuracy and Completeness.** Interpreters shall always thoroughly and faithfully render the source language message, omitting or adding nothing, giving consideration to linguistic

variations in both source and target languages, conserving the tone and spirit of the source language message.

- 5.20 Cultural Sensitivity and Courtesy.** Interpreters shall be culturally competent, sensitive, and respectful of the individual(s) they serve. When appropriate, interpreters should provide cultural and pertinent information that could help to clarify a statement. Likewise, interpreters must withhold all assumptions or stereotypes, and allow the receiver to determine use of the information. All additional information provided by the interpreter, not included in the original message or statement must be stated in both the source and target language.
- 5.21 Use of 1st Person vs. 3rd Person.** The interpreter shall use 1st person singular when repeating the message in the target language, as it is said in the source language. When clarifying cultural topics or issues, the interpreter shall switch to 3rd person singular, introducing his/her statement with “the interpreter would like to clarify...” All 3rd person statements or comments done by the interpreter shall be uttered in both the source and target languages.
- 5.22 Confidentiality.** Interpreters shall not divulge any information obtained through their assignments, including but not limited to information gained through access to student records, documents or other written materials. Proposer shall have access to student records. Proposer shall establish and maintain the confidentiality of student records and information contained therein and used solely for the purposes of the interpretation assignment. Proposer gives full assurance that information obtained from the district shall only be disseminated to appropriate Garland ISD employees.
- 5.23 Disclosure.** Interpreters shall not publicly discuss, report or offer an opinion concerning matters in which they are or have been engaged, even when that information is not privileged to be confidential by law.
- 5.24 Compensation.** The fee schedule agreed to between the contractor/consultant and the GISD shall be the maximum compensation accepted. Interpreters shall not accept additional money, considerations or favors for services reimbursed by the GISD. Interpreters shall not use for private or others gain or advantage, the GISD time or facilities, equipment or supplies, nor shall they use or attempt to use their position to secure privileges or exemptions.
- 5.25 Non-Discrimination.** Interpreters shall always be neutral, impartial and unbiased. Interpreters shall not discriminate on the basis of gender, disability, race, color, national origin, age, religion or any other status protected by law. If interpreters are unable to ethically perform in a given situation the interpreters shall refuse or withdraw in advance from the assignment without threat of retaliation.
- 5.26 Self-Representation and Misrepresentation.** Interpreters shall accurately and completely represent certifications, training and experience. Misrepresentation will not be tolerated, and can be considered a cause of termination of contract.
- 5.27 Accreditation.** The interpreter/translator shall only interpret/translate for the language pair(s) for which he/she is authorized, trained and/or certified. (Language pair = English + Interpreter/ Translator’s Native Language)

- 5.28 Impartiality and Conflict of Interest.** Interpreters do not represent the individuals for whom they are interpreting, nor do they represent GISD. Interpreters shall be neutral on all matters. They shall disclose any real or perceived conflict of interest, which might reasonably be thought to affect their objective delivery of the service. Providing interpreting services for family members or friends may violate the individuals right to confidentiality, or constitute a conflict of interest.
- 5.29 Professional Demeanor.** Interpreters shall be punctual, prepared, and dressed in a manner appropriate and not distracting for the situation.
- 5.30 Scope of Practice.** Interpreters shall not counsel, refer, give advice, or express personal opinions to individuals for whom they are interpreting, or engage in any other activities, which may be construed to constitute a service other than interpreting. Interpreters shall not represent that they have authority from GISD to bargain or negotiate with anyone or to bind GISD in any way. Interpreters shall not attempt to contact any individual or provide any information concerning any GISD matter or business verbally or in writing unless such action has been specifically directed or requested by GISD Translation & Interpretation Division of Student Services as a part of the service. GISD and GISD Translation & Interpretation Division of Student Services will not be held liable for any additional cost or damage resulting from a service GISD Translation & Interpretation Division of Student Services has not requested and/or previously arranged with the Vendor.
- 5.31 Reporting Obstacles to Practice.** Interpreters shall assess at all times their ability to interpret. Should interpreters have any reservations about their competency, they must notify GISD Translation & Interpretation Division of Student Services in advance and offer to withdraw without threat of retaliation. Interpreter may remain until more appropriate interpreters can be secured. Interpreters shall develop their skills and knowledge through professional training, continuing education, and interaction with colleagues and specialists in related fields.
- 5.32 Professional Courtesy.** The interpreter shall provide excellent customer service. Interpreter shall maintain a professional demeanor, be courteous, and use the tone of voice appropriate to the situation.
- 5.33 High Standards of Conduct.** Interpreter shall act at all times in accordance with the standards of conduct and decorum appropriate to their profession.
- 5.34 Obligation to Contract.** This Request for Proposal does not obligate the GISD to contract for services specified herein.
- 5.35 Examination of Proposal Request and Contract Documents.** The submission of a proposal shall constitute an acknowledgment, upon which the GISD and GISD Translation & Interpretation Division of Student Services may rely, that the proposer has thoroughly examined and is familiar with the requirements and contract documents, and reviewed and inspected all applicable statutes, regulation, etc dealing with or related to the work and services to be provided. Failure or neglect of a submitter to examine such documents shall in no way relieve the submitted from any obligations with respect to the offer or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the same.

- 5.36 Equal Opportunity Employer.** The GISD does not discriminate on the basis of sex, race, color, religion, language or national origin.
- 5.37 Corporations.** An individual, named in the business to have such authority, according to the business governing body and by-laws, shall submit offers, stating his/her title and the name of the Company he/she represents.
- 5.38 Contract Negotiations.** The GISD reserves the right to negotiate the appropriate rate of services with the apparent successful proposer to ensure that the best possible consideration is afforded to the needs of our school district. During review of the most favorable, apparent successful proposal, the GISD may request, and the proposer may accept modifications to improve the Proposal further, in the best interest of our school district. Negotiations will only be used to improve the proposal of the named apparent successful proposer in the best interest of the GISD.
- 5.39 Notice of Award.** Notice of award shall have been deemed to be given when the GISD authorizes the Contract award.
- 5.40 Acceptance of Award.** If any interpretation/translation assignment is accepted or the awarded Vendor, otherwise begins work, the winning Vendor is deemed to have agreed to all these Terms and Conditions, Contracts or Request for Proposal, Specifications, and all other related documents. If the awarded Vendor, prior to the GISD receiving a signed contract, accepts such interpretation/ translation work the GISD shall still regard the contract terms and related documents to be in force.
- 5.41 Licenses, Permits, and Taxes.** The Vendor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- 5.42 Force Majeure.** In the event that an interpretation or translation is prevented or delayed by reason of an act of force majeure as defined below, neither party shall be liable to the other or deemed in default under this contract. GISD shall not be required to pay any minimum or cancellation fee in such event. When delayed by force majeure, the party so affected shall provide reasonably prompt notification. Notification to the GISD shall be performed by contacting GISD Translation & Interpretation Division of Student Services at (972) 485-4910, or by other reasonable means if the act of force majeure has resulted in an interruption of telecommunication service. If reasonably feasible, assignments affected by such acts shall be rescheduled. The term “force majeure” means an occurrence beyond the control of the affected party and not avoidable by reasonable diligence. Force majeure includes acts of God, war, riots, strikes, fire, floods, epidemics, inclement weather, or other similar occurrences. However, force majeure shall not include reasonably foreseeable potential vendor circumstances such as oversleeping, dead batteries or other such transportation difficulties, traffic problems, baby-sitter problems, or other such foreseeable circumstances. Vendors are expected to have contingency plans for foreseeable occurrences. The determination of whether an event constitutes force majeure is solely within the discretion of GISD Translation & Interpretation Division of Student Services.
- 5.43 Personal Liability.** It is agreed by and between the parties hereto that in no event shall any official, officer, administrator, employee or agent of the GISD be in any way liable or responsible for any covenant or agreement herein contained whether expressed or implied,

nor for any statement of representation made herein or in any connection with this agreement.

- 5.44 Compliance with Laws.** The Vendor shall comply with all applicable federal, state, and local laws, rules, and regulations affecting its performance and hold the GISD harmless against any claims arising from the violation thereof. No extension of time or additional payment will be made for loss of time or disruption of work caused by any actions against the Vendor for any of the above stated reasons.
- 5.45 Legalities.** 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.
- 5.46 Invalid, Illegal, or Unenforceable 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.
- 5.47 Antitrust Law.** Successful proposer(s) hereby assign(s) 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.
- 5.48 Expected Performance.** Vendor(s) agree that services performed, by this contract, shall be performed by qualified, responsible, trained employees in the strictest conformity with the best business practices and standards as may be prescribed by GISD and GISD Translation & Interpretation Division of Student Services.
- 5.49 Misconduct.** Vendor(s) further agree(s) upon request by GISD and GISD Translation & Interpretation Division of Student Services that it will immediately remove from service any employee who, in the opinion of Garland ISD, is guilty of improper conduct, is not qualified or needed to perform the work assigned or by reason of being in the best interest of the Garland ISD. The GISD and GISD Translation & Interpretation Division of Student Services reserve the right to reject payment of (unearned) wages to any employee(s) who do not carry out the full term and responsibilities of this contract. The GISD and GISD Translation & Interpretation Division of Student Services will only compensate for time extended towards this contract.
- 5.50 Access to Translation/Interpretation Services and Materials.** District and its representative(s) shall at all times during an assignment have access to the work assigned, regardless of whether the work has been wholly completed.
- 5.51 Extra Work Ordered.** The GISD and GISD Translation & Interpretation Division of Student Services, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order

from the GISD and GISD Translation & Interpretation Division of Student Services. Any claim for an addition to the contract sum will not be valid unless so ordered.

- 5.52 Alcohol/Drug Testing.** The GISD reserves the right to require testing for reasonable suspicion for alcohol, controlled substances or drugs (without medical authorization) on any person who is providing services under this Request For Proposal. No such person shall refuse to submit to an alcohol or controlled substances test when a reasonable suspicion exists that the person may be using a controlled substance, drug or alcohol. Alcohol/drug testing will be conducted in a manner that is consistent with GISD District Board Policies DHE (LEGAL) and DHE (LOCAL). Refusal to submit to alcohol/drug testing shall be grounds for immediate termination of any contracts or agreements. Further, any person refusing such testing shall be removed from GISD property and prohibited from future access to GISD property absent specific written authorization by GISD. Unless protected by law, proposer shall provide to GISD the results of any alcohol/drug testing performed by or in possession of the proposer on any person providing services under this Request For Proposal.
- 5.53** All reasonable suspicion testing will be conducted by the GISD Risk Management Department under the same standards used for District employees.
- 5.54 Disruptive Activities.** GISD reserves the right to remove from its property any interpreter or translator whom any GISD administrator determines to be disruptive, disrespectful to any person, uncooperative with GISD personnel or dangerous, or if the GISD administrator determines it is in the best interest of GISD to remove such person. GISD will not pay for any service that is unfinished or left incomplete by reason of such removal.
- 5.55 Subcontractors.** No Vendor shall assign or subcontract this contract or any services under this contract without express written permission from GISD Translation & Interpretation Division of Student Services.
- 5.56 Exhaustion of Administrative Remedies and Mediation.** Vendor must timely exhaust all administrative remedies available to Vendor under GISD policies as a condition precedent to any lawsuit against GISD or any officer or employee of GISD claiming a breach or violation of any obligation of GISD hereunder. Vendor shall give thirty (30) days' written notice to GISD before filing any such suit if Vendor is dissatisfied with the results of any such administrative process. Upon receipt of such notice, GISD shall have the right before the expiration of such thirty (30) day period to demand in writing that as a further condition precedent to suit, Vendor and GISD shall engage in mediation through an independent mediator of GISD's choice. Such mediation shall occur within ninety days of such demand by GISD unless an extension is mutually agreed. The cost of such mediation shall be divided equally between the parties.

**END OF SECTION**

### Supplier Questionnaire

1. Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? Yes  No

If yes, provide a copy of the certification with the Request for Proposal/Bid response.

2. References:

<u>Name</u>	<u>Telephone Number</u>
_____	_____
_____	_____
_____	_____

3. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland • City of Rowlett • Ysleta ISD

The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Yes  No

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes  No

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? Yes  No

For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address [www.txctpa.org](http://www.txctpa.org) .

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity’s debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.

5.1. Will your company accept these credit card purchases? Yes  No

5.2. Does your company utilize level 3 data card processing information? Yes  No

6. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_ (state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes  No
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes  No
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes  No



## 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):

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Printed Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone # Fax #

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

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**“Covered employee”** - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, 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 \_\_\_\_\_ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor 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 Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor 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 Contractor receives information that a covered employee has a disqualifying conviction, Contractor 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 Contractor with this certification may be grounds for contract termination.

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Signature

Title

Date

**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:

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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

### INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The vendor 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 Vendor 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. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

The Vendor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor'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-contractors 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. Vendor 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 vendor 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 Vendor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid 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)

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Company Name	Insured By:	Printed Name	Certificate Number
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**Proposal Form/Specifications**

The Garland Independent School District is requesting proposals for Translation and Interpretation Services. These services are on demand based on the District’s needs. The District anticipates awarding to multiple vendors to best meet the District’s needs. The two main languages for these services are Spanish and Vietnamese. The District has previously averaged approximately 100 documents per month requiring translation and range in size from 635 to 30,000 words in size. The turnaround time for interpretations/translations ranges from same day to 3-5 days depending upon the District’s needs. Phone interpretations for the district has previously averaged approximately 1,500 minutes per month.

**1. Personal Information**

Name

\_\_\_\_\_ Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

SS# \_\_\_\_\_ DL \_\_\_\_\_ State \_\_\_\_\_

Address \_\_\_\_\_

Tel. (Home) \_\_\_\_\_ (Work) \_\_\_\_\_

(Mobile) \_\_\_\_\_ (Fax) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**2. Rate Information(\*)**

Your Rate Per Hour for the First Two Hours: \$ \_\_\_\_\_ per hour.

If you offer a more favorable rate for longer assignments, please state the rate for such additional hours (over two) here: \$ \_\_\_\_\_ per hour. **Note:** Any **additional time** over two hours will be billed in fifteen (15) minute increments as stated in 4.8 of this Request for Proposal.

Rate per word for translation (if applicable) \$ \_\_\_\_\_ per word.

Other Costs/Fees

\_\_\_\_\_

Availability

\_\_\_\_\_

**3. Experience and Education**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. Certifications**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Professional References**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Tel.

(Please list any additional requirements that the GISD will need to provide to utilize this service. Include any other fees or costs related to this RFP that may not be covered herein. If applicable, submit your contract requirements with your response as well as any certifications you may have for review. Please note: If any of the preceding information/examples do not pertain to your specific program, please submit your own specifications/terms/etc. as your proposal).

(\*) The applicable rate is negotiable as defined in Section 4.40 of this Request For Proposal.

## Confidentiality Agreement

### Garland Independent School District

**All persons performing assignments for GISD will be required before such work to sign a Confidentiality Agreement in the following form. It is the responsibility of the vendor to obtain such signed agreements and provide them to GISD Translation and Interpretation Division of Student Services.**

I, \_\_\_\_\_, understand that during the course of performing translation or interpretation services, I may hear information or see documents that are confidential by law, or that are otherwise sensitive and private.

I agree that I will treat all information that I receive or learn during the course of an assignment as confidential. I agree that I will not voluntarily divulge any of such information to any third party, including my employer or any fellow employee of my employer, without specific prior direction from an authorized GISD representative. I further agree that if I receive a subpoena, court order or other written request or directive purporting to require me to divulge any information that I received during an assignment, I will immediately furnish a copy of such subpoena or order to GISD Translation and Interpretation Division of Student Services.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Background Check

This information sheet will be forwarded to the Personnel Division of the Garland Independent School District, who will coordinate the background check. The following information is necessary to perform an accurate criminal history.

(Please print legibly)

Name

Last	First	Middle
------	-------	--------

Birthdate: Month  Date  Year

Ethnic Background:

- |  |   |                                      |
|--|---|--------------------------------------|
| <input type="checkbox"/> Native American (American Indian)       | <input type="checkbox"/> African American | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Asian, Pacific Islander, Native Alaskan | <input type="checkbox"/> Hispanic         |                                      |

Gender:  Male  Female

Counties where you have lived in the last five (5) years:

County	State	County	State
<i>Example: Harris County</i>	Texas		

**FOR THE SAFETY OF OUR STUDENTS**

Moral turpitude is an act of baseness, vileness, or depravity in the private and social duties which a person owes another member of society or society in general and which is contrary to the accepted rule of right and duty between persons, including, but not limited to theft, attempted murder, rape, swindling, and indecency with a minor.

Have you been convicted of a felony or any offense involving moral turpitude?  Yes  No

Have you ever been convicted of a felony or any offense involving moral turpitude and received probation?  Yes  No

Has any court ever received a plea of guilty or a plea of nolo contendere for any offense involving moral turpitude, deferred further proceedings without entering a finding of guilty and placed you on probation?  Yes  No

If you answer yes to any question in this section, please explain in full, (attach pages if needed)

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**Being convicted of a crime is not an automatic bar to being a translator/interpreter in our school district. The district will consider the nature of the offense, the date of the offense, and the relationship between the offense and the position you are seeking.**

**AGREEMENT—Please read carefully before signing**

I certify that the answers given by me to all the questions on this application and any attachment are to the best of my knowledge and belief, true and correct. I have not knowingly withheld any pertinent facts or circumstances. I understand that any omission or misrepresentation of fact in this application may result in refusal of or separation of my translation/interpretation services upon discovery thereof.

I hereby authorize the Garland Independent School District to submit the criminal check to the Department of Public Safety and I hereby release said agency and the Garland Independent School District, its agents and employees, from any and all liability or responsibility arising from furnishing such information. I understand that the application and records become the property of the District which reserves the right to accept or reject them.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date