



**GARLAND INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL  
EMERGENCY RESPONSE AND DISASTER RECOVERY SERVICES,  
PROPOSAL # 487-18**

**April 12, 2018**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:00 A.M. LOCAL TIME ON May 3, 2018. Mark your sealed envelope in the lower left hand corner with RFP#, time, and due date, as noted above.** (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:00 A.M. the first date the district is open to conduct business)

You are invited to submit a proposal to provide **Emergency Response and Disaster Recovery Services** for the Garland Independent School District (GISD) from June 22, 2018 (or date of award) through June 30, 2020 with the District's options to renew annually through June 30, 2023.

This Request for Proposal includes Process Overview, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Insurance Requirements, Supplier Questionnaire, Deviation Compliance Form, Certification for Criminal History Check, Confidential Information Form, Proposal Form/Specifications, Certification/Lobbying, Disclosure of Lobbying Activity, Certification/Debarment and Clean Air and Water Act. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Email Address

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

*Mark A. Booker*

Mark A. Booker  
Director of Purchasing

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

Deadline for Questions	April 23, 2018
Deadline for Response to Questions/Addendum(s)	April 24, 2018
Proposals Due Date	May 3, 2018 @10:00 a.m.

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

Anticipated recommendation to District Board of Trustees for contract award May 22, 2018.

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

## 1. INSTRUCTIONS TO PROPOSERS

### 1.1 Submission of Proposals:

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

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

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

- 1.1.2. **All addenda will be issued via the district website at (Current Bid List) <https://www.garlandisd.net/connect/do-business/current-opportunities>. All addenda, if required, will be posted on the aforementioned website by April 24, 2018 at 4:00pm. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.**
- 1.1.3. Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland ISD. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by **April 23, 2018, 4:00PM**. You may submit this information via fax to 972-487-3097 or email to [nrnunez@garlandisd.net](mailto:nrnunez@garlandisd.net).

1.1.4. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) HARD COPY OF PROPOSAL RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED. ALSO, PROVIDE THREE (3) FLASH DRIVES WITH A COPY OF THE COMPLETE PROPOSAL ON EACH.**

1.1.5. Hand-carried proposals or proposals submitted via carrier service are to be delivered to:  
**Garland ISD Purchasing Installation Department**  
**ATTN: Facility/Maintenance Receptionist**  
**Marvin Padgett Auxiliary Services Center**  
**701 N. 1<sup>st</sup> Street, Garland, Texas 75040**

Proposals submitted via the U. S. Postal Service are to be mailed to:  
**Garland ISD Purchasing Construction Department**  
**P. O. Box 469026, Garland, Texas 75046-9026**

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

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

1.1.6. **SIGNED ORIGINAL**

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

1.1.7. **LATE SUBMISSIONS**

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

1.1.8. **OTHER FORMS OF SUBMISSION**

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS.**

1.1.9. **AUTHORIZED SIGNATURE**

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

1.1.10. **TAX EXEMPTION**

Purchases made against this Request for Proposal are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.

1.1.11. **NUMBER OF PAGES**

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

1.1.12. **FORMAT FOR PRICING**

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the

Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

**1.1.13. 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.

**1.1.14. DISTRICT SCOPE/SIZE**

Garland ISD's average daily attendance is 57,000 students. All information requested in the technical proposal submittal should reference similar size school districts or commercial projects to be considered similar in size/scope references.

**1.1.15. ANNUAL SPEND**

The annual estimated value of this contract is \$1,000,000; however, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified). The District may elect to place several orders during the term of this Request for Proposal. Proposers are required to hold proposed prices for the term of the contract.

**1.1.16. BID TABULATIONS**

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

**1.1.17. DEVIATIONS**

Any and all deviations to this competitive solicitation proposed by the Proposer must be listed on the Compliance Form – Attachment B, attached hereto – not on a cover letter, catalog, etc.

**1.1.18. 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 - Attachment C. 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.

### 1.1.19. **COPYRIGHT PROTECTION**

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

### 1.1.20. **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. **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.

### 1.2.3. **PRINCIPAL PLACE OF BUSINESS**

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

### 1.2.4. **MULTIPLE AWARDS**

The District reserves the right to award to a single proposer, multiple proposers, 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.

**1.2.5. 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 in the factors and points below.

**EVALUATION FACTORS –See Paragraph 4.**

	<b>EVALUATION CRITERIA</b>
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
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
	B. employs at least 500 persons in this state
9	<b>Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!</b>

**1.2.6. PERFORMANCE TRACKING SYSTEM**

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 Vendor 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).

**1.2.7. 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.

**1.2.8. 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 in accordance with 1.1.3. 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 – Attachment B.

**1.2.9. 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).

**1.2.10. ALTERNATE AWARDS**

The District awards contracts to proposers as an alternate in case the primary proposer is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions. (Refer to Supplier Questionnaire – Attachment A).

**CERTIFICATIONS**

**1.3. CERTIFICATION AFFIRMATIONS**

By signing this Request For Proposal, the signed proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

**1.3.1. ANTI-COLLUSION AND FRAUD**

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other

legal entity engaged in this type of business prior to the official opening of this proposal.

**1.3.2. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)**

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

**1.3.3. 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.

**1.3.4. 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.

**1.3.5. CONFLICT OF INTEREST**

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

**1.3.6. 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.



**1.3.7. 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.

**1.3.8. 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).

**1.3.9. 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.

**1.3.10. RECOVERD MATERIALS**

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**1.3.11. BYRD ANTI-LOBBYING REQUIREMENTS**

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure

of Lobbying Activities,” in accordance with its instructions [https://www.epa.gov/sites/production/files/2015-01/documents/lobbying\\_activities\\_disclosure.pdf](https://www.epa.gov/sites/production/files/2015-01/documents/lobbying_activities_disclosure.pdf)

**1.3.12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1.3.13. EQUAL OPPORTUNITY**

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

**1.3.14. FOREIGN TERRORIST ORGANIZATION LIST**

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

**1.3.15. BOYCOTT ISRAEL**

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

**2. TERMS AND CONDITIONS**

**2.1. CASH PAYMENTS AND DISCOUNTS**

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

## 2.2.FEDERAL ACQUISITION REGULATION (FAR)

Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:

- 2.2.1. CFR Title 37: Patents, Trademarks, and Copyrights - Part 401—Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements;
- 2.2.2. Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 2.2.3. Energy Policy and Conservation Act of 1975 (Pub. L. 94–163, 89 Stat. 871).
- 2.2.4. Certification Regarding Lobbying- Section 1352, Title 31, U.S. Code
- 2.2.5. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

## 2.3.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.**

## 2.4.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 PROPOSER’S EXPENSE.**

## 2.5.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:

- 2.5.1 Invoice is received at the address indicated on the purchase order
- 2.5.2. Pricing on the invoice matches the price on the purchase order
- 2.5.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 2.5.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 2.5.5. Unique invoice number used for each billing
- 2.5.6. Merchandise has been shipped or service performed.
- 2.5.7. Description of goods and services 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.**

## **2.6.CHANGING QUANTITIES/SCOPE**

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

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

## **2.7.NON TOBACCO USE POLICY**

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

## **2.8.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.

## **2.9.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.

## **2.10. 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.

2.11. **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.

2.12. **ASSIGNMENT OF CONTRACT**

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

2.13. **AVAILABILITY OF FUNDING**

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

2.14. **INDEPENDENT SUPPLIER**

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.

2.15. **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 Proposer'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.

2.16. **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.

2.17. **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.

2.18. **DISTRICT ACCESS TO WORK AREA**

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

2.19. **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.**

2.20. **AUDITING CONTRACT**

Upon request by Garland ISD, 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.

2.21. **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.

## 2.22. **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.

## 2.23. **BADGING REQUIREMENTS AND CRIMINAL HISTORY CHECKS**

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

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

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

### **Criminal History Checks**

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834.

2.23.1 Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the consultant takes the necessary precautions. In addition to FC Background's badging process, the consultant is responsible for ensuring direct access to students is prohibited. The consultant shall certify compliance with Texas Education Code (TEC) § 22.0834, see Attachment D. As a minimum, consultant is responsible for the following:

2.23.2 Consultant shall only use restrooms designated for consultants/workers. Student restrooms are not available for use by consultants/workers. The following are the only facilities available for use:

- inside Garland ISD building, "faculty only" facilities; and
- outside on Garland ISD property, contractor furnished "portable" facilities.

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

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

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

Contact Information:

FC Background

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

Monday – Friday 6 am – 6pm CST

[customer.support@fcbkground.com](mailto:customer.support@fcbkground.com)

Facility maps are available at [www.fcbkground.com](http://www.fcbkground.com)

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

2.23.6 Garland ISD Badging Qualifications:

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

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

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

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

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

2.23.8.1.a If you are a **sole proprietor** (one-person company) you must:

- Contact GISD Purchasing Department to obtain FAST pass.
- Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.



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

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

2.23.8.1.b. All other **suppliers, contractors and subcontractors** must:

- Supplier will receive award letter or signed contract from the Purchasing Department.

**Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.**

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

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

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

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

2.23.8.1.d. If an employee is arrested while under contract, you must contact Dana Knox, Garland ISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

2.23.8.2 Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

## 2.24. **INSURANCE REQUIREMENTS**

Attachment E, apply to this Proposal Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this bid; however, if Proposer is to receive an award, the certificate must be submitted to the Garland ISD Purchasing Office prior to commencement of work on District Property within five (5) days of verbal or written request by the Purchasing Office (whichever is earlier). The certificate must be prepared correctly and submitted to the Garland Independent School District before award can be made.

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

**Ownership of the Request for Proposal and Supplier's Proprietary Information.**

Submitted Proposals, documentation and supporting materials shall become the property of Garland ISD. No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Supplier shall notify Owner in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by the Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Supplier is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, the Supplier shall provide written notice to the Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

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

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

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

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

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

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

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

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

**2.25. PERMISSION REQUIRED**

Proposers awarded a contract shall not advertise, solicit, or publish, without Garland ISD’s written consent, the fact that Proposer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

**2.26. 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 proposals, 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.

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

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

**2.27. SOURCING RESPONSIBILITIES**

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

Name of responsible party: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**2.28. 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.

2.29 **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) .

2.30 **ORACLE - iSUPPLIER**

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

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.**

**Does your company commit to participate in Oracle iSupplier?**

Yes  No

**THIS MAY BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR PROPOSAL.**

2.31 Garland ISD has implemented two initiatives to streamline the procure-to-pay process and enable strategic partners to exchange information electronically via **Oracle iSupplier Portal** and **Oracle Supplier Network (OSN)**.

The district has enabled electronic communication of bid notices. Notifications will not be mailed after this date. Therefore, make sure you carefully select appropriate products and services and keep contact information updated to ensure that your firm is notified of upcoming proposals/contracts.

Oracle Supplier Network (OSN) enables GISD and supplier the ability to electronically communicate purchase order data to the supplier utilizing a supplier network provided by Oracle.

Suppliers experienced with iSupplier shall include references indicating the date of implementation and contact information for the company.

### **3. EVALUATION CRITERIA**

Evaluation for ranking of firms submitting proposals will be based on the criteria shown in the following table (the weighting of each item by the points shown indicate the relative importance of each item and shall be utilized in the ranking of Proposal). Carefully review the submittal requirements, as failure to submit a Proposal in the proper format and in proper number may cause that Proposal to be rejected. The selection shall follow the Texas Government Code, Chapter 44.031. The firm(s) that offers the best value to the district based on published selection criteria and on its ranking evaluation will be selected. The District shall first attempt to negotiate a contract with the selected firm(s). All vendors/proposers need to be registered with GISD purchasing prior to bidding on projects. See <http://www.garlandisd.net/departments/purchasing/howto.asp> to register.

See following table:

Evaluation Criteria Step 1

Criteria Number	Criteria Description	Category Value
<b>1.</b>	<b>Purchase Price</b>	
	Proposal Price – This section will be scored based on proposer’s total price in relation to ranking among other proposers prices, Attachment F-2.	40 points
<b>2.</b>	<b>Quality and Reputation of Supplier</b>	
	<b>Category Total:</b>	<b>33 Points</b>
	References and Past Experience – Designated evaluators will check information submitted to score this section. Proposer will provide three (3) references with most updated contact information. (References shall be from Owner who directly observed the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, with emphasis on school, educational, and/or experience, that your organization has in-progress or completed. <b>INCLUDE CONTACT NAME, PHONE, AND EMAIL.</b>	20 points
	Proposer must provide a list of no more than five (5) projects in process and or completed in the last 3 years. Scope is the emergency response identified in this RFP. Include Client name, email, contract value, and contract duration.	
	Litigation – Proposer is to indicate and list if actively involved in any litigation with Owner (only) organization(s) (past, previous, or current). Do not include if with a party other than Owner.	
<b>2</b>	<b>Safety</b>	13 points
	Safety – Submit OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror’s insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror for past 3 years.	
<b>2</b>	Proposer to indicate if they have ever been denied workers compensation insurance or denied renewal of workers compensation insurance.	
<b>b.</b>	Proposer to indicate if they have ever been fined by OSHA.	
	Proposer to provide copy of company’s safety program.	
	Safety Plan- Proposer to provide an <u>on-site specific Safety Plan</u> . Specifically, include working with students on-site.	
<b>3.</b>	<b>Execution</b>	
	<b>Category Total:</b>	<b>25 points</b>
<b>3</b>	Proposed Project Team(s) and Management approach in case of emergency response. Proposer to include resumes of personnel contacts (major roles/responsibilities) who will be assigned to Garland ISD.	15 points
<b>3</b>	Proposed process and response times. Proposer to provide detailed execution plan demonstrating a thorough understanding of responsiveness and mobilization to prevent further damage and mitigate the situation. Provide methodology/approach. Attachment F-1.	10 points
<b>Evaluation Criteria Step 2</b> -Based on ranking of the proposals after “Evaluation Criteria Step 1,” the financial strength will be evaluated for only the top ranked proposals or as many as deemed necessary by the district.		
<b>4.</b>	<b>Financial Strength</b>	
	<b>Category Total:</b>	<b>2 points</b>
	Financial status of the supplier (as rated by Dun & Bradstreet)	
	Proposer must indicate number of years as a D&B member. Proposer to provide current D&B rating.	
	Proposals must include the DUNS account number and location of office. Failure to provide the DUNS number will result in zero (0) points.	
<b>Total Maximum Points</b>		<b>100</b>

**4. PROPOSAL FORM:**

**4.1 Ultimate Corporate Ownership**

Is proposer a corporation? Check One, No  or Yes

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

---

---

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

---

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

Total amount for the performing of estimated Work including labor and materials necessary in accordance with the Sample pricing in Attachment F-2;

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

**A. Proposer's Base Price for estimated work, SEE ATTACHMENT F-2:**

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ Dollars  
\_\_\_\_\_

**4.3 The price list to be provided in accordance with Attachment F-2, submit separately.**

**4.4 Alternates**

This information is to be submitted, if requested: N/A

**4.5 Unit Pricing**

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

**4.6 Proposed Performance Duration**

**4.7 Discrepancy in Pricing**

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

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

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

SUBMITTED BY:

\_\_\_\_\_

(Corporation, Partnership, Individual, etc.)

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

Name of Secretary of Corporation  
(if applicable)

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Address: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Affix Corporation Seal here (if applicable)



**REQUEST FOR PROPOSAL  
to  
GARLAND INDEPENDENT SCHOOL DISTRICT**

**PART A. GENERAL**

**1.01 Supplier Firm Information**

Supplier's Firm Name (Legal Name)	
Supplier's Point of Contact with Signature Authority	
Street Address	
Phone and Fax Number	
Point of Contact Email Address	
Type of Business: _____ Corporation, _____ Partnership, _____ Sole proprietorship, _____ Joint Venture	
State of Incorporation	
DUN & BRADSTREET NUMBER:	
In continuous business since (Date of Incorporation/ Years in Business):	
List other fully staffed offices or fully staffed branch offices of your organization:	
<u>Name</u>	<u>Branch Manager</u> <u>Telephone Number</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
Corporate Officers, Partners or Owners of Organization:	
<u>Name</u>	<u>Title</u> <u>Installation Experience (Years)</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
Corporate Offices, Branches or Other Sites of Organization:	
<u>Large Business (100 or more employees)</u>	<u>Small Business (fewer than 100 employees)</u>
5. <u>Minority Owned Business: Certified with _____</u>	<u>(provide certificate copy) _____</u>
6. <u>Women Owned Business: Certified with _____</u>	<u>(provide certificate copy) _____</u>
7. <u>Other (Define) _____</u>	<u>(provide copy of certificate) _____</u>
8. _____	_____
Has your organization ever defaulted or failed to complete any work awarded?    _____ Yes _____ No If yes, stipulate where and why:	
Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, stipulate where and why:	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Proposer's principal place of business (or main corporate office) is located in _____ (state).	
Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Does your firm employ at least 500 persons in the state of Texas? Yes <input type="checkbox"/> No <input type="checkbox"/>	

**TECHNICAL PROPOSAL FORM**

<b>Name of Supplier</b>	
-------------------------	--

**PART B. TECHNICAL PROPOSAL**

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

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

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

➤ **References**

Proposer will provide three (3) references with most updated contact information. (References shall be from Owner who directly observed the Project(s) listed under the past or recent experience category below) Minimum two (2) owners. The District reserves the right to evaluate references not included in the submitted proposal. Answer the questions for each relevant project, with emphasis on school, educational, and/or experience, that your organization has in-progress or completed. INCLUDE CONTACT NAME, PHONE, AND EMAIL.

- **Supplier should ensure availability of the references after proposals are opened.**
- **Duplicate the following form to submit each reference.**

**Proposer should copy this form for use to submit References**

**Table 1: Project Reference Information**

**Project No. \_\_\_\_\_ :**

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

➤ **Past Experience**

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

**Table 2a: Past and Current experience on ISD projects**

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

<u>OWNER/ISD</u>	<u>School Name</u>	<u>Type of Response to Emergency</u>	<u>Square Footage of Project</u>	<u>Contact Email</u>	<u>Final Contract Value</u>	<u>Contract Beginning and Completion Dates</u>

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

**Table 2b: Commercial Projects similar in Size**

<u>OWNER</u>	<u>Project Name</u>	<u>Type of Response to Emergency</u>	<u>Square Footage of Project</u>	<u>Contact Email</u>	<u>Final Project Value</u>	<u>Contract Beginning and Completion Dates</u>

➤ **Litigation**

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

**Table 3: Litigation**

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

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

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

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

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

**Table 4: Safety Matrix for Three (3) years**

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

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

**Table 5: Non-Insurance Renewal**

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

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

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

**Table 6: OSHA Fines**

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

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

D. Are regular project safety meetings held by Field Supervisor(s)? No  or Yes   
 If yes, frequency: \_\_\_\_\_ Weekly \_\_\_\_\_ Bi-Weekly \_\_\_\_\_ Month \_\_\_\_\_ As Needed

E. Are project safety inspections conducted? No  or Yes   
 If yes, who performs inspection? \_\_\_\_\_  
 How often? \_\_\_\_\_ Weekly \_\_\_\_\_ Bi-Weekly \_\_\_\_\_ Month \_\_\_\_\_ As Needed

F. Does your organization have a written safety program? No  or Yes  (If no, then the Supplier may adopt the Garland ISD Safety manual.)  
 If yes, the original and one (1) copy of the full safety manual should be provided in hard copy form with a PDF file marked as "Safety Manual" on each of the three (3) separate flash drives submitted, as required.

**Will your organization adopt the GARLAND ISD Safety Manual?** No  or Yes   
**Access the "Garland ISD Installation Minimum Safety Program Guidelines Manual":**  
[http://www.garlandisd.net/sites/default/files/general/attach\\_2-00\\_7319-gisd\\_safety\\_guide-71\\_pgs.pdf](http://www.garlandisd.net/sites/default/files/general/attach_2-00_7319-gisd_safety_guide-71_pgs.pdf)

G. **"Site Specific" Safety Plan:** Proposer to provide a site specific Safety Plan to incorporate procedures for the Garland ISD project. Depending on the type of emergency, there may be multiple locations/schools. Provide your methodology for working within a k-12 campus, around students, and protection for staff and employees.

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

**NOTE: If a project includes more than one school, a site safety plan would be required per location.**

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

I. For employees promoted to Field Supervisor? No  or Yes   
 If yes, does your Supervisor Safety Program include instructions on the following topics?

**Table 7: Safety Program**

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

J. Does your organization have a written Drug and Alcohol policy in place? No  or Yes   
 If yes, provide a copy of the policy as an attachment.

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

K. Provide a resume of the Safety Manager.

**3. Execution: (25 Points under Criteria 3)**

**Proposed Project Team(s) and Management approach to responsiveness: (25 Points under Criteria 3)**

*Please note that Garland ISD requires oversight of the job site while Work is in progress, contingent upon the continued employment of those personnel by the Supplier. Supplier’s staffing approach and organization must reflect this requirement. Supplier may not make any changes to these personnel assignments without the prior approval of the Owner.*

- *Proposer to include resumes of personnel contacts (major roles/responsibilities) who will be assigned to Garland ISD. Who are the contacts?*
- Proposed process and response times.
- *Proposer to provide detailed execution plan demonstrating a thorough understanding of responsiveness and mobilization to prevent further damage and mitigate the situation. Provide methodology/approach. Attachment F-1.*

For example: As appropriate, identify the proposed key staff: Project Manager, Superintendent, Assistant Superintendent(s), Cost Estimator, Scheduler, and Safety Manager, etc. by name and title and provide the following information for each. Include additional key staff, as necessary. Indicate which staff are assigned either on a full time or part time basis. For part time personnel, identify the percent of full-time participation. For example, Project Manager 50% of Full-time, Safety Manager 75% of Full-Time, Scheduler 25% of Full-Time, etc., **Table 8.**

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

- Proposer must indicate number of years as a D&B member. \_\_\_\_\_
- Proposer to provide current D&B rating. \_\_\_\_\_
- Proposals must include the DUNS account number and location of office:  
 D-U-N-S Account Number: \_\_\_\_\_  
 Complete Legal Company Name: \_\_\_\_\_  
 (as recorded with Dun & Bradstreet)  
 Location: \_\_\_\_\_

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

**Table 8: Proposed Project Staff**

**Staff: Project Manager**

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

**Staff: Superintendent 1 – School Name:**

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

**Staff: Superintendent 2 – School Name:**

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

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

**END OF SECTION**



## Attachment A Supplier Questionnaire

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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: **See “Table 1: Project Reference Information”**

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

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. 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, specifications, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address: [www.txctpa.org](http://www.txctpa.org) Yes  No

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

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

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

## Attachment B

### Compliance Form

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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

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Address

---

City

State

Zip

---

Printed Name

Title

---

Signature

---

Email Address

---

Telephone #

Fax #

## Attachment C Confidential Information Declaration & Copyright Authorization Form

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**The Proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the Proposer 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 proposals 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

**Attachment D**  
**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.

---

Signature

Title

Date

## Attachment E Insurance Requirements

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

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

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

The Proposer shall either: (1) require each of its sub-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. Proposer shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

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

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

By initialing below, the Proposer 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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**ATTACHMENT F-1  
GARLAND INDEPENDENT SCHOOL DISTRICT  
PROPOSAL FORM/SPECIFICATION**

**SCOPE OF SERVICES AND REQUIREMENTS**

**1. GENERAL:**

The Garland Independent School District (Garland ISD) is soliciting proposals from qualified firms for Emergency Response and Disaster Recovery Services. Selected firms will be responsible for responding to emergency situations caused by fire, flood, storm damage, vandalism, utility failures, and any other force majeure categories. In addition to response and inspection, the services will cover necessary restorative activities in the event one or more of these disasters occur. This scope of services in this RFP covers all buildings, facilities and divisions of the Garland ISD. This agreement will become a part of the Garland ISD's Emergency Response Plan. Emergency situations refer to events that would prevent or substantially impair the conduct of classes or other essential school activities as are described as follows:

- a. **School Equipment** destroyed, severely damaged, or as a result of an unforeseen catastrophe or emergency, undergoes major unforeseen operational or structural failure;
- b. **School Facility** destroyed, severely damaged, or as a result of an unforeseen catastrophe or emergency, undergoes major unforeseen operational or structural failure;
- c. **Portion of a School Facility** destroyed, severely damaged, or as a result of an unforeseen catastrophe or emergency, undergoes major unforeseen operational or structural failure;
- d. **Personal Property** destroyed, severely damaged, or as a result of an unforeseen catastrophe or emergency, undergoes major unforeseen operational or structural failure.

**2. CONTRACTOR RESPONSIBILITIES AND CAPABILITIES**

Proposals will be considered only from contractors who in the judgment of the District, are able to show evidence of responsibility through their satisfactory past performance and competence. The contractor must show that he/she has ample previous experience performing the services described herein. The Proposer agrees to provide the Garland Independent School District (THE DISTRICT) with **EMERGENCY RESPONSE AND DISASTER RECOVERY SERVICES** in accordance with the specifications, terms and conditions of this Request for Proposal. Firm fixed prices and rates are to be offered for the term of the agreement, including optional years, if exercised.

Contractor must have necessary tools which are standard to the Emergency Response and Disaster Recovery profession to perform the services specified herein. All costs associated with meeting this requirement shall be the sole responsibility of and be totally borne by the Contractor. However, The District shall reimburse the Contractor for rental of heavy equipment, the rental of tools which are not standard to the Emergency Response and Disaster Recovery profession and any subcontracting charges which are included on the purchase orders, which will be based on the submitted Job Estimate.

**3. CONTRACTOR CAPABILITY REQUIREMENTS:**

Contractor capability must include, but not limited to the following:

- Repair of smoke damage to walls, furniture, literature, etc.
- Category I, II or III water extraction from floor coverings, furniture, crawlspace, mechanical room, etc.

- Drying Services
- Cleaning of contents and structure damaged by event
- Cleaning of building
- Temporary Power
- Document Restoration
- Fire Damage Restoration
- Smoke & Odor Deodorization
- Temporary Heat and/or Air Conditioning
- Documentation (inventory of damaged, discarded or removed items; project log, atmospheric conditions, moisture content, etc.)
- Repainting due to event or during restoration efforts
- Removal of debris
- Disposal of hazardous material
- Expert Consulting / Training
- Reconstruction of damaged facility to include but not be limited to replacement of roofing material, drywall, texture, paint, ceiling tile grid, ceiling tile, insulation, floor covering, etc.

#### **4. SUMMARY OF SERVICES:**

##### **a. EMERGENCY RESPONSE PROGRAM:**

In the event of a disaster, THE DISTRICT requires the Proposer to collect, store, clean (fabric, clothes, electrical equipment, facilities, document restoration, etc...), and return salvageable items. Program should include how you would document the condition of the room(s) or area before restoration, how items are collected, tracked and returned. Also include how valuables are handled. Some buildings may contain hazardous materials. Please include how they would be handled.

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

##### **b. PROJECT REQUIREMENTS – DAY 1**

1. Contractor shall be available to respond to all calls from the district within 4 to 8 hours.
2. Provide perimeter security measures and access control with I-D badges and a sign-in log for service providers, sub-contractors, and visitors who enter the recovery area.
3. Agree to a schedule of daily or periodic meetings with Garland ISD personnel, insurance adjuster, and/or public adjuster whichever is applicable to the project.
4. Post signs in accordance with OSHA rules such as “hard hat area”, “respiratory protection required”, “eye protection”, “dangerous atmospheres”, “keep out”, etc.
5. Provide organizational chart of our on-site recovery team to Garland ISD Risk Manager.
6. Provide contact list with cell phone numbers of key recovery personnel to Garland ISD.
7. Provide Safety Data Sheets (SDS) to the Facilities Department for all chemical products used on Garland ISD property.

##### **c. ADDITIONAL REQUIREMENTS – DURATION OF PROJECT**

1. All change orders for work that is not included on the job/project estimate/scope of work must be requested and approved in writing by Garland ISD.
2. Prior to disposal of non-salvageable items, all items must be inventoried in writing and no items may be disposed without written approval of Garland ISD.

3. Prior to removing items from a room, inventory all furniture and plot their location in the room on a chart or photograph the layout of the room.
4. Prior to moving/removing, each file cabinet shall be marked with a unique identifier, and drawn on a schematic diagram showing the location of file cabinets, desk, and other furniture to the room.
5. Do NOT send textiles for cleaning without the approval of Garland ISD.
6. Sign a confidentiality agreement and provide for the confidentiality of student records and medical records.
7. When cleaning student lockers, the process must be monitored by Garland ISD employees who only have keys to the lockers and who shall only unlock the locker being cleaned. The contents of the lockers shall be placed in clear plastic bags, sealed with a tie-wrap, marked with locker number, and returned to the locker or placed in a location directed by Garland ISD personnel.
8. If applicable, prepare a one-page flyer on how to clean clothing contaminated by smoke and soot for distribution to parents of students.

**d. SUPERVISORS AND CREW**

1. During all phases of work, the service provider shall provide a lead person to be available at the job site during all working times who is able to communicate in English. Unless otherwise noted, within reason, remain for the entire duration of the work.
2. The service provider shall be responsible for ensuring compliance by their personnel with the following Garland ISD requirements:
  - Company uniform or identification shall be worn by all personnel while on Garland ISD property.
  - Provide photo identification for all key supervisors and lead supervisor for subcontracted workers and contact phone numbers
  - Observe a smoke-free/tobacco-free work environment when working on any GARLAND ISD facility including all grounds,
  - Garland ISD is a drug-free work place with a zero tolerance policy.
  - The Texas Penal Code (46.03 and 46.035) and the Texas Education Code (37.125) prohibit the bringing of firearms onto school buildings or to school activities.
  - Service provider shall affirm that none of their employees who work on Garland ISD property have felony convictions or are listed as a sexual offender.

**e BUILDING RESTORATION MINIMUMS:**

1. **REFINISHING FLOORS:**
  - Remove smoke, contaminants and other debris from floor surface
  - Wet mop room with neutral cleaner
  - Strip or spray buff with appropriate chemical
  - Dust mop floor
  - Apply one coat of floor wax using a rayon mop head

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

2. **CARPET:**
  - All carpet areas must be HEPA vacuum cleaned and free of debris
  - Treat carpet as clean up warrants
  - All carpet areas extracted (with hot water and industry standard extraction chemical)



- Carpets to be clean, odor and spot free

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

**3. CLEANING HARD SURFACES, WALLS AND CEILING**

- Doors, walls, frames, trim and all fixtures must be free of smoke, contaminates, marks, dust, grime, oil and mold
- Vents, windowsills, interior/exterior furniture surfaces, blinds and sashes must be cleaned and dust free (if not scheduled for replacement)
- All glass, reflective surfaces and medicine cabinet interiors must be cleaned and streak free
- Light covers must be free of smoke and debris inside and out
- Burned out, smoke damaged light bulbs/tubes must be replaced
- All porcelain, ceramic surfaces and grout must be disinfected and free of smoke, mildew, dirt, hair, soap scum, mineral deposits, rust, etc.
- A hospital grade disinfectant (minimum of a quaternary disinfectant) must be used.

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

**4. CLEANING BATHROOMS:**

- Wipe and clean commode, commode lid and pipe fixtures with cleaner/disinfectant
- Wipe clean shower walls and ceiling and disinfect
- Wipe clean and disinfect shower fixtures and soap dish
- Wipe bathroom walls clean
- Sweep and mop shower and bathroom floors with cleaner/disinfectant
- All chrome and plumbing fixtures must be free of dust, tarnish and streaks
- Shower curtains and hooks must be replaced.

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements. Describe how HAZMAT waste will be disposed.**

**5. CLEANING KITCHENS AND KITCHENS:**

- Clean all appliances, free of smoke or other contaminates including interior and exterior surfaces of ovens, broilers stovetops, microwave ovens, refrigerators and stove venting hoods
- All appliances are to be moved to allow access to rear, sides and floor area beneath
- Refrigerator coils to be dusted or vacuumed free of dust
- Clean sink/food preparation areas including faucets and counter tops
- All upper and lower shelves and cabinets to be wiped free of smoke and other contaminate using an industry standard cleaner/disinfectant.

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements. Describe how HAZMAT waste will be disposed.**

6. **CLASS ROOMS AND OFFICES:**

- Desks, tables and chairs must be free of smoke and other contaminates
- Walls, doors, windows, ceilings, fixtures and floors must be clean and free of smoke and other contaminates

**Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

7. **DOCUMENT HANDLING:**

**Provide plan as to how you would handle recovered documents and possibly restore documents. Provide company information and literature and other documentation that explains the program you plan to utilize to accomplish requirements.**

8. **HAZARDOUS MATERIAL HANDLING**

**Some Academic buildings may contain hazardous materials. Provide plan as to how you would handle the material.**

f. **BROCHURES/LITERATURE:** Proposer must submit brochures, catalogs, and/or other literature describing their ability and capacity to perform the above-mentioned responsibilities. This information shall be submitted with the bid and become part of the contract. **Documentation provided must include cost and pricing information on all labor, equipment, and materials offered by the Contractor.**

g. **EQUIPMENT RENTAL:**

1. Certain jobs and projects may require equipment rental only where the District needs to rent equipment. Therefore, the Proposer will provide and offer the district the option to rent equipment only as dictated by the project. **Proposer must provide Equipment Rental cost and pricing documentation with bid.**

h. **SUMMARY OF EQUIPMENT TO PROVIDE:**

Air Compressors, Handlers, Movers, Scrubbers (Various Sizes), Dehumidifiers (Various Sizes), Various sizes of Heaters, Foggers, HVAC Duct Cleaning Systems, HVAC Kits, Dry Systems, Flood Pumps, Various Sizes of Chillers and Refrigerators, Scaffolding, Various sizes of Transformers, Generators, and Vacuums, Extractors, and any other equipment common to the Emergency Response and Disaster Recovery profession. **Proposer must submit brochures, catalogs, and/or other literature describing their equipment and materials, including pricing offered to the District. Pricing will be used in the evaluation of proposals.**

5. **CONTRACTOR COMMUNICATION:**

Garland ISD will assign an event or location coordinator for the Contractor based on the event and location. If services are required, the Coordinator will contact the Contractor and will work with the Contractor to develop an actual Scope of Work required and a plan of action for the specific project. Lead personnel must be able to communicate with Garland ISD employees in English.

## 6. CONTRACTOR QUALIFICATIONS:

- Contractor must be able to respond on site within 4 – 8 hours of phone notification from the district.
- The Contractor’s facility or business must have materials, equipment and administrative authority to accomplish completion.
- Proposers must be in good standing with the State of Texas.
- Proposers must agree to follow the laws of the State of Texas.
- Proposers must give references of other projects of emergency response rehabilitation they have successfully completed with a square footage of 100,000 feet or more.
- Proposers must be able to demonstrate their ability to respond to an event within four (4) hours notification, provide a **Not to Exceed** cost estimate and completion timeline within one (1) hour of receiving a verbal or written scope of work and mobilize required resources within two (2) hours of receiving approval or award of contracted services.
- Certification(s) – ANSI / IICRS500

### 6.1 SUPERVISORS AND CREW:

- a. During all phases of work, the contractor shall provide a lead person to be available at the job site during all working times. And unless otherwise noted, within reason, remain for the entire duration of the work.
- b. The Contractor shall be responsible for ensuring compliance by their personnel with the following requirements of THE DISTRICT:
  - Company uniform must be worn by all personnel while on district property.
  - All contractor’s and subcontractor’s workers shall be issued district identification contractor badges to be worn at all times while on any district property.
  - Photo identification for all workers and subcontracted workers.
  - Smoke-free work environment, when working on any GISD facility, including all grounds.
  - Drug free work place.
  - Contractor **MUST** be in compliance with Section 3.18 in its entirety, located in Section 3 of Terms and Conditions of this RFP. Contractors already in compliance with Section 3.18 of this RFP will receive additional evaluation criteria credit.

## 7.0 NOTES TO PROPOSERS:

- 7.1 The Contractor will be reimbursed for the cost of all parts and materials actually used in the performance of the work. Parts and materials must be supported by invoices issued by the supplier of the Contractor describing the quantity and cost of the parts and materials purchased. Prices shall include the cost of shipping and delivery of all items to the designated FOB point. The District will only pay for the portion of the parts and materials purchased for the assigned job/project and approved in the job estimate approved by THE DISTRICT.**

Contractor must have necessary tools, which are standard to the disaster recovery and restoration profession/industry to perform the work specified in this contract. All costs associated with meeting this requirement shall be the sole responsibility of and be totally borne by the Contractor. However, THE DISTRICT shall reimburse the Contractor for rental of equipment, the rental of tools, which are not standard to the profession/industry and any subcontracting charges which are included on the authorized purchase order, which will be based on the submitted job estimate.

**7.2 INSPECTIONS:** Inspections required shall be as follows, but not limit to:

- Progress of work
- Final acceptance

Contractor shall receive in writing from THE DISTRICT representative, approval of inspection. Call for inspection 24 hours in advance, when possible.

**7.3 PROTECTING ADJACENT AREAS:** Contractor shall provide adequate protection to adjacent surfaces/items to keep free from damage. If the contractor fails to adequately protect adjacent surfaces/items, the contractor shall be responsible for restoring the surfaces/items to a like new condition at no charge to THE DISTRICT. (See Project Requirements)

**7.4 PROTECTIVE EQUIPMENT:** THE DISTRICT requires that all workers associated with contractor use proper protective/safety equipment and gear while accomplishing project,.

**7.5 SCOPE OF WORK:** This will vary depending on the event/need. The scope of work will not include any type of structural, engineering or architectural needs. Contractor will provide all personnel and equipment necessary to perform each job as it pertains to this contract, unless THE DISTRICT decides that in-house personnel or equipment can be used, whichever is in the best interest of THE DISTRICT.

**7.6 REHABILITATION PLAN:**

- Contractor's project representative shall arrive on site within four (4) hours of receiving notice of emergency situation. THE DISTRICT shall define a project representative with having the ability to access situation, mobilize personnel, determine project needs, and facilitate building rehabilitation.
- Contractor's project representative shall meet with THE DISTRICT representatives, inform them of the finding(s), work with THE DISTRICT representatives to determine response action plan and develop a scope a work.
- Once a scope of work has been defined and agreed upon, the Contractor's representative shall provide a **Not to Exceed** cost estimate and projected time line for the required work within one (1) hour.
- Once cost estimates and work schedule have been provided and accepted by THE DISTRICT representative, the successful Contractor must begin work within the time frame outlined on the schedule.
- At all times during the restoration, the Contractor's representative shall be in close contact with THE DISTRICT personnel.
- The Contractor's representative shall maintain site to assure safety for their own workers, THE DISTRICT staff and residents.
- Any variation to specified procedures or agreed upon scope of work must be submitted in writing to THE DISTRICT representative before the start of such work.
- Provide full documentation of restoration, including but not limited to, inventory of all items used, labor hours, job descriptions, photo/videos, means/methods used to restore, equipment rental, third party or subcontracted invoices and chain of custody reports.
- Agree to a scheduled daily or periodic meeting with GISD Risk Manager.
- Provide contact numbers.

**7.7 WORKMANSHIP:**

Workmanship shall be inspected by THE DISTRICT to the extent necessary to determine that the work conforms to the specifications/scope of work of the contract. The presence or

absence of an inspector or the performance or nonperformance of an inspector will not relieve the Contractor from any requirement of the contract.

At all times the general conditions of the State of Texas shall be enforced and shall prevail.

The Contractor shall employ personnel who are careful, cautious and competent. THE DISTRICT may request the reassignment away from the project of any person or persons employed by the contractor on or about the work site who fails to conduct themselves properly, proves to be incompetent or negligent in the proper performance of their duties, or neglects or refuses to comply with the directions of THE DISTRICT. Such persons shall not be allowed back on any future job site without written consent of THE DISTRICT. Workers may be requested to wear/carry on their person a THE DISTRICT Contractor Badge.

**SAFETY:** All means necessary shall be used to insure safety of THE DISTRICT Students, Staff and Visitors.

**ATTACHMENT F-2**  
**PRICE AND RATE SCHEDULE**

Proposer agrees to perform **EMERGENCY RESPONSE AND DISASTER RECOVERY SERVICES** for the Garland Independent School District in accordance with the specifications, terms and conditions of this Request for Proposal at the below bid prices and rates. Firm fixed prices and rates are to be offered for the term of the agreement, including optional years, if exercised. Proposer agrees that all work will be performed at the rates established below.

**ESTIMATED QUANTITIES:** The estimated hours stated below are merely for the purpose of securing bid prices and for the purpose of evaluating proposals on a common quantitative basis. They are not firm and in no way represent the actual requirements of THE DISTRICT. Actual requirements will be stated through issuance of individual purchase orders against the contract.

**Category I – Labor Rates**

<b>Item #</b>	<b>Description</b>	<b>Est. Hours</b>	<b>Hourly Rate, \$</b>	<b>Total Amount, \$</b>
1	<b><u>Hourly Rate for Project Manager</u></b> (a) Straight Time 7:30 A.M. – 4:30 P.M. Monday - Friday	150		
2	<b><u>Hourly Rate for Operations Technician:</u></b> (a) Straight Time 7:30 A.M. – 4:30 P.M. Monday - Friday	500		
	(b) Emergency Time 4:31 P.M. – 7:29 A.M. Monday – Friday and Weekends/Holidays	250		
3	<b><u>Hourly Rate for General Laborer:</u></b> (a) Straight Time 7:30 A.M. – 4:30 P.M. Monday - Friday	500		
	(b) Emergency Time 4:31 P.M. – 7:29 A.M. Monday – Friday and Weekends/Holidays	250		
4	Service Charge/Mobilization Fee)	NA	NA	\$_____

**Category 2 – Materials & Equipment**

- MATERIALS REIMBURSEMENT:** The Contractor will be reimbursed for the cost of all parts and materials actually used in the performance of the work. Parts and materials must be supported by invoices issued by the supplier of the Contractor describing the quantity and cost of the parts and materials purchased. Prices shall include the cost of shipping and delivery of all items to the designated FOB point. THE DISTRICT will only pay for the portion of the parts and materials purchased for the assigned job/project and approved in the Job Estimate approved by THE DISTRICT.
- Material to be purchased by THE DISTRICT at actual cost plus percentage: Please note the percentage charged to THE DISTRICT for materials necessary to complete restoration.

- A. Materials to be purchased by THE DISTRICT at actual cost plus \_\_\_\_\_% percentage
- B. Equipment Rental – Discount to Proposers Equipment Rental Price List \_\_\_\_\_% percentage
- C. Subcontracting services to be furnished at actual cost plus \_\_\_\_\_% percentage
- D. CEU Training/Presentation - Hourly Rate for conducting training of GISD personnel:  
\$\_\_\_\_\_per hour.

**JOB/PROJECT ESTIMATING:**

1. Contractor will be required to provide cost breakdown job estimate for all labor, equipment, parts and materials, and any subcontracting for each job/project performed. The cost breakdown charges will be submitted to THE DISTRICT who will verify receipt and acceptance of services. Selected Contractor will be expected to meet established schedules and deadlines for the completion of work as outlined in job/project estimates. **Job estimate will be submitted on the Contractor's forms currently being used with other commercial customers. Contractor should submit a sample or their job estimate form with their bid.**
2. Once THE DISTRICT has accepted a job/project estimate, the dollar amount reflected on the job/project estimate should constitute THE DISTRICT total obligation for that job/project. The Contractor shall endeavor to submit an accurate cost estimate. However, THE DISTRICT recognizes that some elements of work cannot be detected until work is in progress. When latent physical conditions are discovered, the Contractor shall submit a revised cost estimate for approval from THE DISTRICT. Garland ISD has the final approval on any changes to the Job Estimate. Each service call request shall be recorded as received and shall include its location, date and time the call was received, nature of trouble, names of the service personnel assigned to the task, instructions describing what has to be done, the amount and nature of the materials to be used, the time and date work started, and the time and date of completion. Any changes will be documented and approved in a Garland ISD Purchase Order. A record of the work performed shall be submitted to the Garland ISD point of contact by the contractor within five (5) days after work is completed.
3. **THE DISTRICT may refuse to accept a submitted job/project estimate for any reason. In such case, or if Contractor cannot perform for any reason, THE DISTRICT reserves the right to secure services from other sources.**

***(THIS SPACE LEFT BLANK INTENTIONALLY)***

## Attachment G

### Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date



## Attachment H Disclosure of Lobbying Activities (SF-LLL)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> :  <b>Congressional District, if known:</b>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>   <i>CFDA Number, if applicable:</i>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## Attachment I

### (Instructions for Completing Disclosure of Lobbying Activities (SF-LLL))

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This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Request for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment J**  
**Clean Air & Water Act**

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I, the Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102,

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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Proposer Name

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Title of Authorized Representative

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Mailing Address

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Signature

**Attachment K**  
**Certification Regarding Debarment, Suspension, Ineligibility and**  
**Voluntary Exclusion-Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions on the following page.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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Name and Title of Authorized Representative

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Signature

Date

**Attachment L**  
**Certification Regarding Debarment, Suspension, Ineligibility and**  
**Voluntary Exclusion-Lower Tier Covered Transactions Instructions**

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1. By signing (above) and submitting this form, the prospective lower tier participant is providing certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.