



GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

501 S. Jupiter

Garland, Texas 75042

**REQUEST FOR PROPOSAL - # 426-16
ON: TECHNOLOGY CABLE LOCATING SERVICES**

April 26, 2016

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON May 25, 2016.

Mark the return 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 10:30 AM the first date the district is open to conduct business).

You are invited to submit a proposal to provide TECHNOLOGY CABLE LOCATING SERVICES to the Garland Independent School District from June 28, 2016(or date of award) through July 1, 2017, with the District's option to renew annually for two (2) additional years through July 30, 2019.

This Request For Proposal includes Process Overview, Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Deviation Compliance Form, Confidential Information Form, Proposal Form/Specifications, Supplier Questionnaire, 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

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.

This solicitation is being released as a requirement of the Federal E-Rate competitive bidding process. All Vendors responding to this solicitation must have a Federal E-Rate Service Provider Identification Number (SPIN). Vendors without a valid SPIN number will be disqualified.

Garland ISD will pay vendor 100% of the monthly and/or annual cost of the Service. Garland ISD will utilize the Billed Entity Application for Reimbursement (BEAR FORM) method of reimbursement to secure discounts as approved by the program.

• Deadline for Questions	• May 16, 2013, at 2pm
• Deadline for Response to Questions/Addendum(s)	• May 19, 2016, at 4:00pm
• Proposals Due Date	• May 25, 2016, at 10:30am

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.

- Recommendation to District Board of Trustees for contract award.
- **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 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.**

1. INSTRUCTIONS TO VENDORS

1.1 Submission of Proposals:

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

Don Friedel, Assistant Director, at 972-487-3088, dwfriede@garlandisd.net

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

- 1.1.2 **All addenda will be issued via the district website at www.garlandisd.net/departments/purchasing/currentproposals.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by May 19, 2016 at**

4:00pm. It is the vendor'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 I.S.D. 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 May 16, 2016, before 2:00 PM. You may submit this information via fax to 972/487-3097 or email to jpilgrim@garlandisd.net.
- 1.1.4 **PLEASE PROVIDE ONE (1) ORIGINAL AND TWO (2) COPIES OF THIS PROPOSAL RESPONSE! ENSURE THE ORIGINAL AND COPIES ARE CLEARLY LABELED.**
- 1.1.5 Hand-carried proposals or proposals submitted via carrier service are to be delivered to:
- Garland ISD Purchasing Department**
501 S. Jupiter, Garland, Texas 75042.
- Proposals submitted via the U. S. Postal Service are to be mailed to:
- Garland ISD Purchasing Department**
P. O. Box 469026, Garland, Texas 75046-9026
- Clearly mark all Proposal envelopes as instructed (#1.1.6. below).
Allow sufficient transit time.
- **Delivery of Proposal envelope to other Departments within the GISD is not Proposal considered as delivery to the Purchasing Department.****
- 1.1.6. Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).
- 1.1.7. Proposals received at the GISD Purchasing Office 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. Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. Proposals must be submitted to the District in a envelope.
PLEASE DO NOT FAX YOUR PROPOSAL!
- 1.1.9. Proposal 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. 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. All pages of this Request For Proposal are to be returned with your proposal. It is the vendor's responsibility to ensure the number of pages received is the same number listed on the front of this document. Vendor shall contact the Purchasing Department if discrepancies exist.

- 1.1.12. 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 Bid. 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. 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. The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request For Proposal marked "NO BID". Failure to follow this procedure will result in your firm being removed from the mailing list!
- 1.1.15. Provide list of references (Refer to Supplier Questionnaire) - School districts (comparable in size to GISD's A.D.A. of approx. 58,000 students)-preferred, other state agencies, other customers, etc. will be evaluated with regard to the size and scope of product/service as bid. **NOTE: Proposers failing to submit at least 2 references may not be considered for award.**
- 1.1.16. The estimated annual budget for this contract is \$200,000. Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified) and may be exceeded by 25%. The GISD may elect to place several orders during the term of this RFP. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.
- 1.1.17. 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].
- 1.1.18. Vendors desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at www.garlandisd.net/departments/purchasing/bidtabulation.asp 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 facsimile.
- 1.1.19. Any and all deviations to this competitive solicitation proposed by the Proposer must be listed on the GISD Deviation/Compliance Form attached hereto – not on a cover letter, catalog, etc.
- 1.1.20. 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 excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to

safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

- 1.1.21. Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their Proposal must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, Proposers grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a Proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

1.2. Award/Evaluation of Proposals

- 1.2.1. 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 Garland Independent School District.
- 1.2.2. The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident underprices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)
- 1.2.3. The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest, unless the proposer states otherwise. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.
- 1.2.4. The Garland Independent School District may give preference to products made of recycled materials if the products meet applicable specifications and standards and no extra cost is involved. Proposers are requested to assist the GISD in identifying (1) procedures or specifications that discriminate against products made of recycled materials (2) products made of recycled materials, and (3) products that may be recycled after serving their intended use.

- 1.2.5. Proposers offering recycled products are to indicate "Recycled Product" beside applicable item(s) on proposal sheet.
- 1.2.6. 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 paragraph 1.2.10. below.

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Evaluation Factors and Points

EVALUATION CRITERIA		Points
1	The purchase price (Cost of the service).	45
2	The reputation of the vendor and of the vendor's goods or services (Results of the reference checks regarding the vendor and its personnel.	10
3	The quality of the vendor's goods or services (Results of reference checks on the vendors services, client references and/or citations from previous customers where equal services have been provided of similar size and scope).	10
4	The extent to which the goods or services meet the district's needs (evaluate the service/goods based on the written requirements, scope of services, or specification; identify unique qualifications which are beneficial to the district); Vendor's experience, overall installation, integration and maintenance capabilities based upon performance record and availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach. The extent to which the vendor's proposed solution fulfills ICOE's stated requirements as set out in this RFP.	10
5	The vendor's past relationship with the district;	3
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;	0
7	The total long-term cost to the district to acquire the vendor's goods or services; (All other cost(s) associated with the good/service over the life of the contract	7
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;	0
B	employs at least 500 persons in this state;	0
9	<p>Any other relevant factor specifically listed in the request for Proposals or proposals.</p> <p>A. (5 points) (Yes = 5 points, No = 0 points) Will your firm be able to respond to Texas811 requests and cable locates 24 hours a day, 7 days a week, by 365 days a year? Yes No</p> <p>B. (5 points) (1 individual = 2 points, 2 to 5 individuals = 5 points) Number of experienced cable locators your firm provides that will respond to cable locate requests for Garland ISD. How many are available to the district? _____</p> <p>C. (5 points) (Yes = 5 points, No = 0 points) Will your firm be able to respond to Emergency Locates within 2 hours? Yes No</p>	15

Per Texas Education Code, Subchapter B, Sec. 44.031(b)

***ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**

- 1.2.7. 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 (<http://www.tbpc.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
- 1.2.8. 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.
- 1.2.9. Proposers and prospective proposers are encouraged to suggest improved 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.
- 1.2.10. 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 services proposed which differs from that specified in the description and scope of services must be identified on the Deviation/Compliance Form.
- 1.2.11. 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).
- 1.2.12. The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions. (Refer to Supplier Questionnaire)
- 1.2.13. Descriptive and illustrative literature covering the services or items you propose to furnish shall accompany your quotation when Proposing "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the alternate service or product as "or equal". Failure to do so will result in the rejection of your quotation.

2. CERTIFICATIONS

- 2.1 By signing this Request For Proposal, the undersigned 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.
- 2.2 The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
- 2.3 By signing this Request For Proposal, the 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. Failure of proposer to sign RFP will render RFP null and void.
- 2.4 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 vendor from signing and submitting a signed proposal.
- 2.5 By submitting a response to this request, vendor 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 www.Garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the Proposal being considered non-responsive.
- 2.6 Upon notification of intent to award, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016 by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

3. SHIPPING AND DELIVERY

- 3.1. The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.

- 3.2. Pick up and delivery will be made between the hours of 8:00 AM and 2:00 PM Monday through Friday, excluding school holidays.
- 3.3. Contact the warehouse receiving clerk at 972-487-4176 for all deliveries scheduled to the GISD Central Warehouse (Dock B). Purchase Order will provide Ship to address.
- 3.4. Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.5. Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.6. Removal of shipping cartons and other shipping debris is the sole responsibility of the successful bidder(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.
- 3.7. Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

4. TERMS AND CONDITIONS

- 4.1 Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 4.2 Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:
 - 4.2.A. **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;
 - 4.2.B. 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).
 - 4.2.C. Energy Policy and Conservation Act of 1975 (Pub. L. 94-163, 89 Stat. 871).
 - 4.2.D. Certification Regarding Lobbying- Section 1352, Title 31, U.S. Code
 - 4.2.E. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Failure of proposer to sign RFP will render RFP null and void.

- 4.3 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.
- 4.4 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.
- 4.5 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/departments/business_operations/index.asp. 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:
- (a) Invoice is received at the address indicated on the purchase order.
 - (b) Pricing on the invoice matches the price on the purchase order.
 - (c) Includes a description of the goods or services furnished, the purchase order number, invoice number, and any applicable cash discount.
 - (d) Quantities on the invoice do not exceed those specified on the Purchase Order.
 - (e) Unique invoice number used for each billing.
 - (f) Merchandise has been shipped.
 - (g) Description of goods and services on the invoice shall match the description on the Purchase Order.

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 vendor's performance rating.

- 4.6 Quantities may be increased or decreased at the discretion of the District.
*Quantities listed herein are best estimates only and cannot be guaranteed.
- 4.7 No smoking or use of any tobacco products is permitted on school property.
- 4.8 In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 4.9 Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request For Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

- 4.10 Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 4.11 Funds are not presently available for fiscal year 2013-14 and later (after August 31, 2013). Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.
- 4.12 It is understood that in the performance of any services herein provided, Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 4.13 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.
- 4.14 **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**
- 4.15 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.

- 4.16 Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.
- 4.17 Suppliers awarded a contract shall not advertise, solicit, or publish, without Garland ISD's written consent, the fact that Supplier 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.
- 4.18 Designated GISD Purchasing Department personnel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.
- 4.19. Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on a form to be provided by District, (**Certification for Criminal History Check, attached**). A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, 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 close proximity to, one or more students. A successful proposer shall be required to immediately remove from District's property or other location where students are regularly present any covered person who has been convicted 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.
- 4.20 Check. The GISD requires that all individuals who perform services on GISD property pursuant to this Request For Proposal to have a criminal background check. Prior to the provision of services by any such individual, the proposer shall be responsible for providing to GISD a criminal background check that was completed and dated within (1) year of the

proposed dates of service and that is sufficient to meet the standards determined by GISD in its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each individual providing services under this Request For Proposal shall be grounds for immediate termination of any contracts or agreements.

- 4.21 Attached Insurance Requirements apply to this Bid Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this bid; however, if bidder 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.

4.22 **E-Commerce**

Garland ISD has implemented 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.

4.22.1 **i-Sourcing**

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

- 4.22.2 iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at:

<http://www.oracle.com/applications/procurement/iSupplier-Portal-data-sheet.pdf>

4.23 **Supplier Responsibility**

The Supplier 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: _____

4.24 **Price list and Catalog Submission**

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.

Please refer to the Instructions and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website (<http://www.garlandisd.net/departments/purchasing/oraclebulk.asp>) This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to proposals@garlandisd.net.

Data Field	Content
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)
Description	Description of the item from your data base (no more than 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information
*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

* Optional Fields

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

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier's current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. **It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.**

Does your company commit to participate in Oracle iSupplier and Oracle iSourcing?
 Yes No

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

4.25 ORACLE iSUPPLIER/ORACLE SUPPLIER NETWORK:

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).

Beginning March 1, 2013, the district will enable electronic communication of bid notices. Notifications will not be mailed after this date. Therefore, make sure you carefully select appropriate commodity codes and keep contact information updated to ensure that your firm is notified of upcoming proposals/contracts.

Failure to register within 14 calendar days after notification of award will be considered as non-responsive and your firm will not be awarded the contract.

To register for iSupplier, go to:

<http://www.garlandisd.net/departments/purchasing/howto.asp>

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.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Company Name Insured By: Printed Name Certificate Number

**SCOPE OF SERVICES & SPECIFICATIONS
GARLAND INDEPENDENT SCHOOL DISTRICT
CABLE LOCATION SERVICES**

Garland Independent School District (GARLAND ISD) is soliciting proposals for Cable Locating Services for the existing Metropolitan Area Network (MAN) located through the cities of Garland, Sachse, and Rowlett, Texas. This fiber network is owned by GARLAND ISD and was placed in public right-of-way or GARLAND ISD owned property.

The following items are the description of the GARLAND ISD MAN that shall be taken into consideration for pricing the work for this project:

1. The GARLAND ISD MAN fiber network covers approximately 100 linear miles.
2. The GARLAND ISD MAN has approximately 119 sheath miles of fiber cable.
3. All cable is in a High Density Polyethylene (HDPE) duct and hand-hole system.
4. On average the hand-holes are spaced at approximately 1,500' apart.
5. All fiber cable in the network is single mode and has light armor.
6. There are 76 actual field splices in the network. At each splice there is a "Street Fink" by Cott Manufacturing. This Street Fink is approximately 2' to 3' outside of the splice hand-hole. A #10 ground has been run from each cable shield to a lug on the Street Fink. The Street Fink has a 6" Orange lid. This reduces the need for the cable locator to open the hand-hole to attach the electronic locating equipment to the cable ground.
7. Cable depth is normally 42" but there are depths in areas greater than 45'.
8. The GARLAND ISD MAN is registered with Texas811. The MAN has been registered since April 2007. The following are the number of Texas811 tickets received in 2015:

(THIS SPACE LEFT BLANK INTENTIONALLY)

Locates Activity

Month	Total Tickets
January	733
February	639
March	869
April	916
May	818
June	1,050
July	1,117
August	1,041
September	1,107
October	1,125
November	809
December	862
Total	11,086

**GARLAND INDEPENDENT SCHOOL DISTRICT
CABLE LOCATION SERVICES**

SCOPE (a)

Garland ISD is requiring the Cable Locating vendor offer a monthly and yearly firm and fixed price for locating the MAN/WAN fiber optic network. The following are the requirements for the cable locating services that Garland ISD is soliciting:

1. Receive all tickets direct from Texas811.
2. Screen all tickets using Garland ISD maps and any other means to determine legitimate threats to the network.
3. Dispatch locators within the required 48 hour required by Texas811 window to mark the Garland ISD facilities.
4. Dispatch locators for Emergency Locates within the required 2 hours as required by Texas811.
5. Provide all necessary locating equipment that has the capability of indicating location and depth of underground/buried cable facilities.
6. Locator shall be equipped with the lime green locate flags (w/18" wire) with the GARLAND ISD emblems, noting "Buried Fiber Optic Cable Call Before Digging 1-800-DIG-TESS". These flags will be used to mark the GARLAND ISD MAN facilities. Also, the locator shall be equipped with Orange "Solvent Based" & "Water Based" spray paint to also be used to mark the underground GARLAND ISD facilities. The Solvent Based paint will be used at construction sites such as road widening projects that require continuous or long lasting locates. The Water Based paint should be used in normal locating conditions when the locate markings are needed for a short time period. These items shall be provided by the awarded contractor. See attachment "A" for the locate flag.
7. A daily ticket log must be maintained and provided to GARLAND ISD in an electronic format on a monthly basis. The log must show:
 - a. Month
 - b. Number of Texas811 tickets received.
 - c. Number of tickets cleared.
 - d. Number of dispatched locates.
 - e. Number of emergency locates.
 - f. Garland ISD P.O. number for that month.
8. Locator must be equipped with a cellular telephone.
9. Locator must be equipped with a vehicle and the company name and logo must be displayed on the passenger and driver side.
10. Locator shall wear a shirt with the Company's logo displayed.
11. Locator shall wear an Identification Badge with picture, name, and company name displayed on the badge.
12. Locator must be proactive with ongoing construction sites which need the locate marks to be refreshed to protect the Garland ISD buried/underground cable facilities. Locator must provide contact information to the Job Site Superintendent/Supervisor at the beginning of construction projects which could possibly conflict with Garland ISD facilities.
13. Locator must contact Garland ISD Management and Texas811 immediately upon actual damage or possible damage to Garland ISD buried/underground cable facilities.
14. Contractor shall be responsible for any damage to the GARLAND ISD MAN facilities due to a "missed locate" which is either a physical locate that was not "on the mark" or time elapsed and the locate was not performed in the required time limit. Parameters for these items are outlined by Texas811 and the State of Texas Damage Prevention Law. A missed locate is a field locate that was

performed and marked outside of the "Tolerance Zone". Operate under Texas811 guidelines for "Tolerance Zones" and Industry BEST Practices.

- 15. Provide all labor and materials required for the Locating Services requested by GARLAND ISD.
- 16. Maintain and provide Texas811 with current map of GARLAND ISD MAN facilities.
- 17. Provide all necessary personnel to handle the volume of Texas811 tickets and field locates.
- 18. Monthly meeting with GARLAND ISD MAN Manager to discuss total tickets and dispatch for field locates, changes, trends, personnel, and any other pertinent information.
- 19. Contractor must have personnel available for 24 hours a day and seven days a week coverage for daily and emergency locates.
- 20. Commercially accepted practices shall apply to any detail not covered in this RFP.
- 21. Must perform cable locating in accordance with the rules and regulations of Texas811.

ADDITIONAL PRICING (b)

- 1. Contractor must provide a solution and any associated cost for reducing both Garland ISD's and their liability. In today's world when we have damage to our underground/buried cable facilities the damaging party's first statement is that the locate/mark was off, indicating that the cable locator incorrectly marked the location of the cable facility and caused the damage. Garland ISD is looking for a solution such as pictures, video's, etc., showing where the cable location marks were after the initial locate and pre-construction.

PRICING OF THE LOCATING SERVICES

- 1. Scope
 - a. Cost of Locating Services per month (a) \$ _____
 - b. Cost of Locating Services per year (a) \$ _____
- 2. Additional Pricing
 - a. Additional Pricing per month (b) \$ _____
 - b. Additional Pricing per year (b) \$ _____

ALTERNATE PROPOSALS FOR LOCATING SERVICES

Alternate Proposals are encouraged. Please provide any alternate proposal with pricing in the same format with a comprehensive description. **Clearly label as "Attachment B – Alternate Proposal" and attached to RFP response.**

Required Forms

**Attachment A
Deviation/Compliance Form**

**Attachment B
Confidential Information Declaration & Copyright Authorization Form**

**Attachment C
Supplier Questionnaire**

**Attachment D
Certification Regarding Lobbying**

**Attachment E
Certification for Criminal History Check**

**Attachment F
Insurance Requirements**

**Attachment G
Clean Air and Water Act**

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

Attachment B
CONFIDENTIAL INFORMATION DECLARATION
& COPYRIGHT AUTHORIZATION FORM

The Proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a Proposal 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 Proposal that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitation 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 Proposal, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

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

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

Printed Name

Signature

Title

Date

**Attachment C
SUPPLIER QUESTIONNAIRE**

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

If yes, provide a copy of the certification with the RFP/Bid response.

- 2. REFERENCES:

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

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

- City of Garland
- City of Rowlett
- Ysleta ISD

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

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

If you (the Vendor) 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: <http://www.epcnt.com>

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

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

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

- 6. Proposer's principal place of business (or main corporate office) is located in _____ (state).

6.1 Proposer's principal place of business is located within the boundaries of the Garland Independent School District. _____ Yes _____ No

- 7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? _____ Yes _____ No

Attachment D
Certification Regarding Lobbying

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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known?</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name / Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ ? actual ? planned</p> <p>12. Form of Payment (check all that apply)</p> <p>? a. cash</p> <p>? b. in-kind; specify: nature _____</p> <p>value _____</p>	<p>13. Type of Payment (check all that apply):</p> <p>? a. retainer</p> <p>? b. one-time fee</p> <p>? c. commission</p> <p>? d. contingent fee</p> <p>? e. deferred</p> <p>? f. other; specify: _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: ? Yes ? No</p>		
<p>16. Information requested through this form is authorized by article 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 reported to the congress semiannually and 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.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>	
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

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. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. 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; Invitation 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 entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 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

**Attachment E
Certification for Criminal History Check**

(In Compliance With Texas Education Code § 22.0834(A))

"Covered employee" – A "covered employee" is a person who is an employee, applicant, agent or 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 that 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) executing 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 F
Clean Air and Water Act

I, the Vendor, 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.

Potential Vendor Name: _____

Title of Authorized
Representative: _____

Mailing Address: _____

Signature: _____

Complete and return with Proposal

Attachment G
U.S. Department of Agriculture

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

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.)

- (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.

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

- 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.

CABLE LOCATING FLAGGING

BLACK LETTERING ON A 4" x 5" FLAG
(EXCEPT THE GISD LOG)

FLAG COLOR MUST BE LIME GREEN

WIRE MUST BE 18" LONG

GARLAND INDEPENDENT

SCHOOL DISTRICT



BURIED FIBER OPTIC CABLE

CALL BEFORE DIGGING

CALL 811