



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

**REQUEST FOR PROPOSAL
ON: Beverage Vending Equipment and Services, PROPOSAL #71-16**

May 3, 2016

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON May 24, 2016. 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 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a proposal to provide Beverage Vending Equipment and Services for the Garland Independent School District (GISD) from July 29, 2016 (or date of award) through July 31, 2017 with the District's options to renew annually through July 31, 2022.

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.

Total Pages: 36

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

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

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	May 16, 2016
Deadline for Response to Questions/Addendum(s)	May 18, 2016
Proposals Due Date	May 24, 2016

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

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

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals:

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

Linda Lester Roth, Buyer at lplester@garlandisd.net, 972-487-3044

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

- 1.1.2. **All addenda will be issued via the district website at (Current Bid List) www.garlandisd.net/departments/purchasing/currentbids.asp. All addenda, if required, will be posted on the aforementioned website by May 18, 2016 at 4:00 PM. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.**
- 1.1.3. Questions pertaining to proposing procedures should be directed to 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 May 16, 2016, 2:00 PM. You may submit this information via fax to 972-487-3097 or email to lplester@garlandisd.net.

1.1.4. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE! ENSURE THE ORIGINAL AND COPY 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 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. 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 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. Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX YOUR PROPOSALS.**

1.1.9. 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. 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 proposer's responsibility to ensure the number of pages received is the same number listed on the front of this document. Proposer 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 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. 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 on the Supplier Questionnaire – Attachment A - School districts (comparable in size to GISD's A.D.A. of approx. 57,000 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 value of this contract is \$100,000; 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 must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.
- 1.1.17. Proposers 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 email.
- 1.1.18. Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Deviation/Compliance Form – Attachment B, attached hereto – not on a cover letter, catalog, etc.
- 1.1.19. 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.

- 1.1.20. 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, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.
- 1.1.21. 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. 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. 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. 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. 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, 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 AND POINTS

	EVALUATION CRITERIA	POINTS
1	The purchase price	55
2	The reputation of the vendor and of the vendor's goods or services	10
3	The quality of the vendor's goods or services	10
4	The extent to which the goods or services meet the district's needs	12
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	10
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:	0
	A. has its principal place of business in this state	
	B. employs at least 500 persons in this state	
9	Any other relevant factor specifically listed in the Request for Proposal or Proposals.	0

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!

- 1.2.6. 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.
- 1.2.7. 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. 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. 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. 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)

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 bidder 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 their Proposal will render it 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 proposer from signing and submitting a signed proposal.
- 2.5. 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 www.garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the bid being considered non-responsive.

3. TERMS AND CONDITIONS

- 3.1. Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 3.2. Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:
- 3.2.1. 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;
- 3.2.2. 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).
- 3.2.3. Energy Policy and Conservation Act of 1975 (Pub. L. 94–163, 89 Stat. 871).
- 3.2.4. Certification Regarding Lobbying- Section 1352, Title 31, U.S. Code
- 3.2.5. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- 3.3. 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. Effective **immediately**, 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.
- 3.4. 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.

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.

- 3.5. 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:
- 3.5.1 Invoice is received at the address indicated on the purchase order
 - 3.5.2. Pricing on the invoice matches the price on the purchase order
 - 3.5.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
 - 3.5.4. Quantities on the invoice do not exceed those specified on the Purchase Order
 - 3.5.5. Unique invoice number used for each billing
 - 3.5.6. Merchandise has been shipped or service performed.
 - 3.5.7. 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.**
- 3.6. Quantities may be increased or decreased at the discretion of the District.
***Quantities listed herein are best estimates only and cannot be guaranteed.**
 - 3.7. No smoking or use of any tobacco products is permitted on school property.
 - 3.8. 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.
 - 3.9. 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.
 - 3.10. Any assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.

- 3.11. Funds are not presently available for fiscal year 2016-2017 and later (after August 31, 2016). Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.
- 3.12. 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.
- 3.13. 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 bidder's address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
- 3.14. The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.
- 3.15. 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.
- 3.16. 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.

- 3.17. **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 PROPOSER PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**

3.18. **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.

At a minimum, the company recommended for award shall:

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:

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

- 1.1 Contact GISD Purchasing Department to obtain FAST pass.
- 1.2 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.

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

All other **suppliers, contractors and subcontractors** must:

1.4 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.

1.5 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.

1.6 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 Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@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. If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.
 3. Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property
- 3.19. The Garland Independent School District 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.
- 3.20. 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 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.

- 3.21. 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.
- 3.22. Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.
 - 3.22.1. In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.
 - 3.22.2. 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.
- 3.23. The Proposer is required to provide the name and contact information of the individual who will be the dedicated technical resource for performing the iSupplier and iSourcing responsibilities.

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

- 3.24. 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 pdf document titled “Instructions for completing Oracle Bulk Load Catalog” and the Excel Spreadsheet/Electronic Price List titled “Oracle Bulk Load Catalog” located at the GISD Purchasing website 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 bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

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 database (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.

- 3.25. 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 bids/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.

- 3.26. Proposer shall not be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.
- 3.27. 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.
- 3.28. 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.

END OF SECTION

Attachment A Supplier Questionnaire

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

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

2. References:

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

3. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland • Mesquite ISD • Plano ISD • Carrollton-Farmers Branch 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.

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

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

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

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

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

6.2. Does your firm employ at least 500 persons in the state of Texas? Yes No

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

Attachment C Confidential Information Declaration & Copyright Authorization Form

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

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

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

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

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

Printed Name

Signature

Title

Date

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

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or 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

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 bidder/prospective Proposer certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Proposal Invitation.

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

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

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

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

COMPANY NAME: _____

It is the intent of Garland Independent School District to enter into an agreement with a provider for beverage vending equipment and services. Vendor's services shall include beverage vending and the associated maintenance service at all GISD existing or future campuses and facilities, excluding the GISD Special Events Center. GISD's definition of "beverage" is flavored waters, sports drinks, carbonated and noncarbonated drinks, including isotonic beverages, bottled water, and ready-to-drink. Garland ISD has a current student enrollment in excess of 57,000, 7,300+ employees, 72 campuses, and 8 administration facilities. During the 2014-15 school year, approximately \$138,675 in commission was collected based on total gross full service sales and purchased \$85,680 direct wholesale volume. The prospective vendor is to propose an **Option A:** Exclusive commission for "full service" and per case price for products offered under "wholesale". "Exclusive" represents non-competing beverages; and/or **Option B:** A non-exclusive contract providing competitor products. "Non-exclusive" represents all competing product offerings will be accepted (i.e., Coca-Cola, Pepsi and Dr. Pepper product/equipment to be placed in same location).

Specifications:

1. **Full-Service:** The District desires a "full-service" program whereby vendor will load machines and handle all monies generated by school or department. Vendors are requested to propose vending prices for full service (see pricing sheet). The District will retain control over the types and sizes of beverages and where they are sold. The District will retain control over the quantity and location of vending machines.

The winning vendor shall provide special event support equipment (i.e. trailers, dispensers) for activities as requested by principals or administrators.

2. **"Wholesale" machine:** The District retains at its discretion any decision regarding vending prices for students or staff.

- a. Maximum of:
 - 1 machine – Elementary School Teacher Workroom
 - 1 machine – Middle School Teacher Workroom
 - 2-3 machines – High School (location determined by Principal)
 - 1 machine – Administrative Department (per location)

b. Price changes will be considered only at each yearly anniversary date of the contract.

c. Juice or Water Machines will be determined by the building administrator. The placement and product selection shall be determined by the building administrator.

3. **Vending Machines:** Each vending machine must have a minimum of 8 selection bars per machine. The installed beverage vending machines shall be no older than four years. A signed statement may be requested to verify the age of each machine.

- a. Dollar bill validators are required on all drink machines. Machines will not be lighted. All bulbs and ballasts will be disconnected.

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

COMPANY NAME: _____

- b. The District will be responsible for the security of the machines. Keys will not be kept at the building (except for self-service “wholesale” machines – if any).
- c. The successful vendor will be required to furnish all equipment necessary and install the machines in all District locations at no additional expense to the District. The successful vendor will be responsible for all damages to school property caused by the equipment or vending personnel. The successful vendor will be responsible for all placing and removal costs. Vendor shall provide equipment which is Energy Star rated and provide literature describing the electricity saving feature.
- d. If additional electrical capacity or materials are required, it will be the responsibility of the successful vendor to work with the GISD staff to get the work performed, and it will also be the successful vendor’s responsibility to reimburse GISD the cost of the required additional electrical installations.
- e. All machines must have change and have adequate escrow for the days business. The successful vendor will provide all service for the machines, including, but not limited to, filling, repairing, cleaning, removal of money, counting of money and returning any commission check to the District.
- f. High Schools: The machines will be serviced each day. All monies will be removed from the machines each day.
- g. Middle & Elementary Schools: The machines will be serviced as agreed by the building administrator and the successful vendor. This service will take place at least once each week.
- h. Other Facilities: A schedule for servicing the machines will be worked out between the building administrator and the successful vendor(s).
- i. All items stocked in or provided for the vending machines must be fresh items. No “out of date” items will be accepted. Product may not be placed in a machine if the expiration date is within 30 days of expiration. The successful vendor will fully reimburse all locations for all items found to be out of date or of unsatisfactory quality. The successful vendor will fully reimburse all locations for any items found to be contaminated in any way. All machines will be kept free of all bugs, insects, and contaminates by the successful vendor.
- j. The machines will be kept repaired and neat in appearance at all times by the successful vendor. Should a problem occur, the successful vendor will make a reasonable attempt to fix the machine within four working hours of the call. Working hours are from 8:00 AM until 3:30 PM, Monday through Friday, excluding school holidays.

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

4. **Maintenance Service:** Vendor will inform the campus principal, building administrator, and/or their designee of vendor’s methods for requesting service, repair and/or unscheduled refills. The names and phone/pager numbers of authorized service employees also must be included in the proposal. Changes to the authorized service personnel list must be communicated, in writing, to the campus principal, building administrator, and/or their designee. Each campus and building will be apprised of their service person and contact method.
- a. The selected vendor's personnel are required to conduct themselves in a professional manner and in accordance with GISD policies while on District property. Personnel shall check in at each location with a pre-designated person (to be determined). Personnel are required to wear long pants or shorts, uniform shirts and must wear a company identification badge at all times. No offensive logos, symbols or wording are allowed on employee. Serviceable closed-toe shoes are required, preferably standard work shoes. Tennis shoes are acceptable. However, sandal-type or flip-flop shoes are not acceptable attire. Plain or company logo baseball type hats are acceptable provided they contain no offensive logo, symbols or wording. Any vendor's personnel reporting to a District site in unacceptable attire will be required to leave immediately. The District will immediately notify the vendor of the violation. The person may return the next day, if properly attired. Repeated offenses by personnel of vendor could result in cancellation of the contract with the District.
 - b. Service personnel other than the regular route person, must follow all requirements (i.e. uniforms, identification tags, no contact with students, etc.).
5. **Placement of Machines:** Minimum requirements are as follows:

Elementary Schools	1
Middle Schools	4
High Schools	6
Field Houses	3
Administration	1
Maintenance	1
Transportation	1
Technology	1
Special Education	1

- a. The selected vendor will change, add, or eliminate machine locations only upon consultation with the District. However, the District has the authority to make any changes without approval of the vendor.
- b. The successful vendor will be required to place the minimum number of machines as listed herein. The locations will be as specified by the principal or building administrator. The machines will be delivered on a date (or dates) as agreed to between vendor and GISD.

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

6. **Size of Drinks:** A variety of sizes is to be made available: however, no percentage commitment (mandated ratios) is permissible. The District will primarily use 12oz cans in administrative areas, and in elementary, middle, and high schools.
7. **Commission Sales:** Each high school shall receive a set amount per day for each school day for that calendar month or a percentage of total gross sales – whichever is greater.
* A school day is defined as a day when students are attending classes during the normal school year (excludes Summer School).
- c. Middle schools shall receive a percentage of total gross sales.
- d. Elementary schools and other Administrative areas are to receive a percentage of total gross sales.
- e. Commissions become District property at the moment a beverage sale is made. Monthly statements must be sent to the GISD Business Office and to each individual location reflecting the starting and ending meter readings on each machine and the dates the meters were read. The successful vendor will provide to the GISD Business Office a detail of total sales on a monthly basis at each location and the commission (if any) earned from these sales by machine. This information is also to be provided to the principal or building administrator for each location. Commission (if applicable) must be paid to the principal or building/department administrator by the 15th of the following month. Failure to do so could justify immediate cancellation of this contract.
8. **The Texas Department of Agriculture (TDA) aggressively enforces and monitors the Texas School Nutrition Policy (TSNP) to ensure compliance.** The selected vendor shall comply with the Texas School Nutrition Policy. If the selected vendor is found to be at fault for a violation (i.e. placement of non-approved beverages in machines), said vendor shall reimburse the District for any lost revenue and provide a documented action plan to ensure the violation will not be repeated. Documentation of violation will be provided to vendor with request for reimbursement.
9. **Advertising:** The winning vendor may advertise vendor's name and logo. Any additional descriptions or advertising language for sources other than the winning vendor must be approved in advance by the GISD Board of Trustees. Any revenues generated from such advertising remain with the GISD.
10. **Other Sponsorships:** The winning vendor may provide other incentives. A sample list is below. All funds are to be payable to the Garland ISD. Vendor will provide the GISD Business Office written information semi-annually regarding donation value, event, and dollars furnished. Selection of free product is to be at the discretion of the school or department.
- a. Donated Products (Extracurricular Activities – Athletics & Fine Arts)
Donations are to include ice and cups whenever appropriate – as requested
 - b. Donated Products (District Functions). Donations are to include ice and cups whenever appropriate – as requested
 - c. Donated Products for Schools and Department (all categories of schools)
 - d. Scoreboards and/or Advertising

GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____

11. **Dealing with non-GISD Organizations:** The selected vendors is authorized to deal directly with non-school entities (i.e. PTA, Police Department, student clubs). Such arrangements are not considered as part of any resulting contractual arrangement under this RFP; however, any such arrangements must not conflict with this contract.
12. Items or services which are not listed herein may be provided or donated, however, such items or services will not be considered as a part of any prospective vendor's proposal for evaluation purposes of this RFP.
13. Proposed programs must not conflict with U.S. Department of Agriculture competitive food regulations for all items sold in competition with the National School Lunch and Breakfast Programs as well as current GISD Board Policies pertaining to the cafeteria operations. Also, current contracts pertaining to the operation of the Food Service Program and Stadium/Athletic Field Concession Rights as well as any programs operated by Booster Clubs remain in place and are not to be impacted by any "exclusive supplier" proposals.
14. Please attach a comprehensive list of your proposed products. The list must include nutritional analysis of each item. The list will be reviewed by the Director of Food Services or designee. Items may be removed at the sole discretion of GISD if they do not meet the requirements stated herein. Not all products will necessarily be allowed in vending machines at the same time. A final list for each site will be mutually agreed upon by the selected vendor and the Director of Food Services before the beverage machines are stocked.

END OF SECTION

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

OPTION A - “EXCLUSIVE” PRICING:

Approximately ninety percent (90%) of vending placements in high schools is expected to be 20 ounce vending water and 12 ounce, 100% juice products in non-returnable bottles for student access. The vending fee shall not be payable on any sales from vending machines not filled or serviced by vendor.

- Vending Fees and Product Packages follow:

<u>Package</u>	<u>Vend Price</u> (suggested by vendor)	<u>Commissions</u>
12 oz. CSD	\$ _____	_____ %
12 oz. Bottle Water	\$ _____	_____ %
12 oz. Tea	\$ _____	_____ %
12 oz. 100% Juice Product	\$ _____	_____ %
20 oz. Isotonic	\$ _____	_____ %
20 oz. Bottle Water	\$ _____	_____ %
20 oz. Fruit Drinks	\$ _____	_____ %
20 oz. Tea	\$ _____	_____ %

- Vendor may request adjustment in the vend prices on the anniversary date of each year of this Agreement if necessary to reflect changes in its costs, including cost of goods per provisions of RFP. Vend prices and packaging shall be in effect for the 2016 – 2017 school year beginning the month of July 2016, but may be changed at later time as requested by GISD.
- The vending fees due District shall be paid to District each month following the previous month’s Beverage sales together with an accounting of all sales and moneys in a form satisfactory to the District.

Syrup Pricing (Applies to Concessionaire at Football Stadia)

<u>Flavors</u>	<u>2.5 Gallon</u>	<u>5 Gallon</u>
Same as CSD	\$ _____	\$ _____

CO 2 Pricing (Applies to Concessionaire at Football Stadia)

<u>Size</u>	<u>Price</u>
20 lb.	\$ _____
50 lb.	\$ _____

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

Direct Delivery (Wholesale Pricing)

Package	Per Case Price
12 oz. CSD	\$ _____
12 oz. Tea	\$ _____
12 oz. 100% Juice	\$ _____
20 oz. Bottle Water	\$ _____
20 oz. Isotonic	\$ _____
20 oz. Fruit Drinks	\$ _____
20 oz. Tea	\$ _____

Payment/Price Adjustments: District agrees to pay vendor the prices as adjusted each year on the first day of the Term based upon the following formula and based initially upon the pricing accepted on pricing sheets. Payments based upon the respective year’s agreed-to adjusted pricing are to be submitted at the end of each month to the School, Department, or Building Administrator.

- First year prices = as proposed and accepted
- Second year contract prices = (year 1 price x 1 ± CPI Mar 2017)
- Third year contract prices = (year 2 price x 1 ± CPI Mar 2018)
- Fourth year contract prices = (year 3 price x 1 ± CPI Mar 2019)
- Fifth year contract prices = (year 4 price x 1 ± CPI Mar 2020)
- Sixth year contract prices = (year 5 price x 1 ± CPI Mar 2021)
- Seventh year contract prices = (year 6 price x 1 ± CPI Mar 2022)

NOTE: The Consumer Price Index (CPI) is defined as the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, Dallas – Fort Worth, and Houston-Galveston-Brazoria March (it can be accessed in May – 24 hrs/day via “Fax on Demand” (214) 767-9613). Report is 2 months in arrears [year indicated]. Index Item “Food and Beverages”, Dallas – Fort Worth: Percent Change, 12-month. This report is identified by the Bureau of Labor Statistics as Report Code #9140.

Additional Value – Attach information on any additional value you would like to propose for consideration with your proposal.

For items not specifically listed above, please provide a detailed listing of products and case price vendor is prepared to offer. The list will be submitted to the Purchasing Department annually with updated products, if any. Discount percentage must include freight and inside delivery. Minimum order quantities and/or amounts (if any) must be clearly stated. Please submit a current catalog/price list with bid.

District may deduct _____ %

Minimum Order (if applicable): _____

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

OPTION B – “NON-EXCLUSIVE” PRICING:

Approximately ninety percent (90%) of vending placements in high schools is expected to be 20 ounce vending water and 12 ounce, 100% juice products in non-returnable bottles for student access. The vending fee shall not be payable on any sales from vending machines not filled or serviced by vendor.

- Vending Fees and Product Packages follow:

<u>Package</u>	<u>Vend Price</u> (suggested by vendor)	<u>Commissions</u>
12 oz. CSD	\$ _____	_____ %
12 oz. Bottle Water	\$ _____	_____ %
12 oz. Tea	\$ _____	_____ %
12 oz. 100% Juice Product	\$ _____	_____ %
20 oz. Isotonic	\$ _____	_____ %
20 oz. Bottle Water	\$ _____	_____ %
20 oz. Fruit Drinks	\$ _____	_____ %
20 oz. Tea	\$ _____	_____ %

- Vendor may request adjustment in the vend prices on the anniversary date of each year of this Agreement if necessary to reflect changes in its costs, including cost of goods per provisions of RFP. Vend prices and packaging shall be in effect for the 2016 – 2017 school year beginning the month of July 2016, but may be changed at later time as requested by GISD.
- The vending fees due District shall be paid to District each month following the previous month’s Beverage sales together with an accounting of all sales and moneys in a form satisfactory to the District.

Syrup Pricing (Applies to Concessionaire at Football Stadia)

<u>Flavors</u>	<u>2.5 Gallon</u>	<u>5 Gallon</u>
Same as CSD	\$ _____	\$ _____

CO 2 Pricing (Applies to Concessionaire at Football Stadia)

<u>Size</u>	<u>Price</u>
20 lb.	\$ _____
50 lb.	\$ _____

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION
COMPANY NAME: _____**

Direct Delivery (Wholesale Pricing)

Package	Per Case Price
12 oz. CSD	\$ _____
12 oz. Tea	\$ _____
12 oz. 100% Juice	\$ _____
20 oz. Bottle Water	\$ _____
20 oz. Isotonic	\$ _____
20 oz. Fruit Drinks	\$ _____
20 oz. Tea	\$ _____

Payment/Price Adjustments: District agrees to pay vendor the prices as adjusted each year on the first day of the Term based upon the following formula and based initially upon the pricing accepted on pricing sheets. Payments based upon the respective year’s agreed-to adjusted pricing are to be submitted at the end of each month to the School, Department, or Building Administrator.

- First year prices = as proposed and accepted
- Second year contract prices = (year 1 price x 1 ± CPI Mar 2017)
- Third year contract prices = (year 2 price x 1 ± CPI Mar 2018)
- Fourth year contract prices = (year 3 price x 1 ± CPI Mar 2019)
- Fifth year contract prices = (year 4 price 1 ± CPI Mar 2020)
- Sixth year contract prices = (year 5 price 1 ± CPI Mar 2021)
- Seventh year contract prices = (year 6 price 1 ± CPI Mar 2022)

NOTE: The Consumer Price Index (CPI) is defined as the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, Dallas – Fort Worth, and Houston-Galveston-Brazoria March (it can be accessed in May – 24 hrs/day via “Fax on Demand” (214) 767-9613). Report is 2 months in arrears [year indicated]. Index Item “Food and Beverages”, Dallas – Fort Worth: Percent Change, 12-month. This report is identified by the Bureau of Labor Statistics as Report Code #9140.

For items not specifically listed above, please provide a detailed listing of products and case price vendor is prepared to offer. The list will be submitted to the Purchasing Department annually with updated products, if any. Discount percentage must include freight and inside delivery.

Minimum order quantities and/or amounts (if any) must be clearly stated. Please submit a current catalog/price list with bid.

District may deduct _____%

Minimum Order (if applicable): _____

Additional Value – Attach information on any additional value you would like to propose for consideration with your proposal.

Attachment G

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

Attachment I

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

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; Invitation for Bid (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

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.

Proposer Name

Title of Authorized Representative

Mailing Address

Signature

Attachment K
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 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.

Organization Name

Name and Title of Authorized Representative

Signature

Date

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

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.