



GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

*501 S. Jupiter
Garland, Texas 75042*

REQUEST FOR PROPOSAL

ON: STUDENT ACCIDENT INSURANCE, PROPOSAL #357-16

MAY 26, 2016

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON JUNE 15, 2016.

You are invited to submit a proposal to provide Student Accident Insurance to the Garland Independent School District from August 1, 2016 (or date of award) through July 31, 2017 with the Districts option to extend annually through July 31, 2021.

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.

DELIVERY DATE IS _____ Business Days ARO
-After Receipt of Order-

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.

- Request for Proposals (RFP) released to potential proposers.
- Deadline for receiving proposals.
- The District reviews all proposals and selects proposals reasonably qualified for selection of award.
- 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, bidder may contact:
John King, Director, Risk Management, 972-494-8382

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/currentbids.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by **June 10, 2016 at 5:00 P.M.** 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 June 8, 2016 by 1:00 P.M. You may submit this information via **fax to 972/487-3097 or email to dwfriedel@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. (Follow signs to the “Bid Depository”.)

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 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). Mark the sealed return envelope in the lower left hand corner as follows:

RFP #357-16 – Student Accident Insurance

DUE: June 16, 2016, 10:30 AM Local Time

(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)

- 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 sealed envelope. **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). Bids written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Bid. 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".
- 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. 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 first year of the contract. Subsequent year pricing may be proposed based on claims from the previous year.
- 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 bidder 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. Bids asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright

Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, 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 bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

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 under prices 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 under price 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. 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.
- 1.2.5. It is not the policy of the Garland Independent School District to award contracts based solely on 'low bid/proposal'. *The following criteria are used by the Garland ISD to evaluate the overall 'best value':
 1. The purchase price;
 2. The reputation of the vendor and of the vendor's goods or services;
 3. The quality of the vendor's goods or services
 4. The extent to which the goods or services meet the district's needs;
 5. The vendor's past relationship with the district;
 6. The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
 7. The total long-term cost to the district to acquire the vendor's goods and services; &
 8. Any other relevant factor specifically listed in this Request For Proposal.

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 (<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.
- 1.2.7. 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.
- 1.2.8. 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.
- 1.2.9. 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.
- 1.2.10. 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).
- 1.2.11. 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)

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 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 bid 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. 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 A signed contract 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.
- 3.3 **Payments via ACH**

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at:

http://www.garlandisd.net/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.
- 3.4 Quantities may be increased or decreased at the discretion of the District.
***Quantities listed herein are best estimates only and cannot be guaranteed.**
- 3.5 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.
- 3.6 Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 3.7 Funds are not presently available for fiscal year 2016-17 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.
- 3.8 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.
- 3.9 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.
- 3.10 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 Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee.

- 3.11 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.
- 3.12 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.
- 3.13 **ORACLE iSUPPLIER:**
Garland ISD has implemented Oracle iSupplier and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate with each other. It enables suppliers to have real-time access, through a standard internet browser, to information such as purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. It also allows the supplier to input invoices through the portal if permitted by Garland ISD. Suppliers experienced with iSupplier shall include references indicating the date of implementation and contact information for the company.
- 3.14 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.
- 3.15 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.**

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

STUDENT ACCIDENT INSURANCE - CURRENT

A. Basic

This provides medical reimbursement on a scheduled basis as shown in the attached Exhibit.

1. Voluntary (all students at a \$250,000 level)

Voluntary coverage may be purchased (by the parents) for either *at school* or on a *24 hour basis*. Football is excluded on the voluntary portions for grades 10 through 12.

2. All Athletics and Activities (\$25,000 level with no deductible)

Coverage for students participating in defined school activities is paid by the District.

It includes senior and junior high tackle football, basketball, track, wrestling, golf, tennis, swimming, gymnastics, cheerleading, team manager, and all other inter-school participants.

B. Excess Coverage (all athletics and activities)

This coverage is only for all athletics and other defined activities after a \$25,000 deductible with a \$6 million maximum and is paid by the District.

Both plans are administered through Student Insurance Plans. The Blanket Accident Policy carrier is Catlin Insurance Company. The Catastrophic policy is through National Union Fire Insurance Company.

**Garland Independent School District
Student Accident Insurance Experience**

11/12	\$220,500 Athletic Premium Catastrophic Premium \$12,651	\$177,776 Claims \$0 Claims
12/13	\$248,000 Athletic Premium Catastrophic Premium \$12,651	\$209,893 Claims \$0 Claims
13/14	\$273,000 Athletic Premium Catastrophic Premium \$13,680	\$216,913 Claims \$0
14/15	\$289,900 Total Premium Catastrophic Premium \$13,680	\$236,946 Claims \$0
15/16	\$289,900 Premium Catastrophic Premium \$12,347	\$325,764 Claims through 3/16 \$0

Voluntary information is not included since participation is minimal.

CURRENT PLAN

Basic

Maximum Athletic	\$25,000
Voluntary	\$250,000
Length Covered (weeks)	52
If Treated within days	60

Method of Payment

Inpatient	
Room	Semi-Private
Surgery	X \$190 to \$3,000 maximum
Miscellaneous	100% of U&C to \$1,500 maximum

Outpatient	
Surgery Facility	\$2,000 maximum
Emergency Room	\$150
Lab	\$150

Physician	
Surgical	X \$190 to \$3,000 maximum
Assistant	20% of Surgery benefit
Non-Surgical Visit	\$40 per visit

Anesthesiologist 20% of Surgery benefit

Physical Therapy \$25 maximum 10 visits

Ambulance 100% of U&C

X-Rays \$150 per injury

Orthopedic Braces and Appliances \$250 maximum

Dental \$250/tooth

Catastrophic

Maximum	\$6,000,000
Pays	100% R&C
Deductible	\$25,000
Deductible Incurral Period	2 Years
Length Payable	10 Years

**GARLAND INDEPENDENT SCHOOL DISTRICT
STUDENT SPORTS PARTICIPATION**

Sport	High School (7)	Middle School (12)	TOTAL
Football	1435	1000	2435
Boys Basketball	315	345	660
Girls Basketball	280	285	565
Volleyball	282	339	621
Boys Track	300	327	627
Girls Track	245	360	605
Softball	205		205
Baseball	292		292
Tennis	265		265
Golf	120		120
Boys Gymnastics	244		244
Girls Gymnastics	25		25
Swimming	115		115
Boys Cross Country	129		129
Girls Cross Country	127		127
Boys Soccer	466	336	210
Girls Soccer	383	328	200
TOTAL	5228	3320	8548

High School Band – 1448
Middle School Band – 2317

Cheerleading – 464
Drill Team – 375

Proposed Price \$ _____

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>
_____	_____
_____	_____
_____	_____

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

- City of Garland
- City of Rowlett
- Ysletta ISD

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

- 3. 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.lisd.net/purchasing/NTEPChomepage1.htm>

- 4. 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

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

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

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

REQUIRED FORMS

Deviation/Compliance Form

Confidential Information Declaration & Copyright Authorization Form

Certification Regarding Lobbying

Certification for Criminal History Check

Clean Air and Water Act

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

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
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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

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

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 Bid

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 Bid, 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 Bid.

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 Bid 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,” “Bid” 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 Bid 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.