



**Garland Independent School District**

**RFP# 14-19**

**for**

**ADVERTISING SERVICES**

**Due Date: January 8, 2019, 4:00 p.m. CST**

**Garland Independent School District  
Purchasing Department  
501 S. Jupiter, Garland, Texas 75042**

**Garland ISD will be closed from December 24, 2018 through  
January 4, 2019 returning January 7, 2019**

# 1. INSTRUCTIONS TO PROPOSERS

## 1.1 Submission of Proposals

### 1.1.1. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.

### 1.1.2 NUMBER OF PAGES

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

### 1.1.3. DELIVERY OF PROPOSAL

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. Late proposals will not be considered.**

## **PROPOSAL DUE DATE AND TIME: JANUARY 8, 2019 4:00 P.M. CST**

### 1.1.4. SIGNED ORIGINAL

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

### 1.1.5. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto:bids@garlandisd.net) and a copy to [dwfriede@garlandisd.net](mailto:dwfriede@garlandisd.net) no later than **December 14, 2018 at 2:00 p.m.**

### 1.1.6. ADDENDA

All addenda will be posted by **December 19, 2018 at 4:00 p.m.** It is the supplier's responsibility to check the district's website <http://www.garlandisd.net/connect/do-business/current-opportunities>.

### 1.1.7. LATE SUBMISSIONS

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

**1.1.8. VALUE OF CONTRACT**

The estimated value of this contract is \$350,000; 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.

**1.2 Award/Evaluation of Proposals**

**1.2.1. WAIVING INFORMALITIES**

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

**1.2.2. PRINCIPAL PLACE OF BUSINESS**

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

**1.2.3. MULTIPLE AWARDS**

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

**1.2.4. TIE PROPOSALS/EVALUATION FACTORS**

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth below:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and

maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

- a. has its principal place of business in this state; or
- b. employs at least 500 persons in this state; and

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

## **2. CERTIFICATIONS**

### **2.1. CERTIFICATION AFFIRMATIONS**

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this proposal is in all respects compliant with all provisions in this section.

#### **2.1.3. ANTI-COLLUSION AND FRAUD**

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

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

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

#### **2.1.5. COPYRIGHT AND PATENT LAWS**

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anti-collusion law.

#### **2.1.6. SOLE SOURCE**

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

**2.1.7. PUBLIC INFORMATION**

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

**2.1.8. FUNDING AGREEMENTS**

Proposer certifies that if the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**2.1.9. CLEAN AIR AND WATER POLLUTION ACT**

Proposer certifies that it is in compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

**2.1.10. ENERGY POLICY AND CONSERVATION ACT**

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

**2.1.11. RECORD RETENTION REQUIREMENTS**

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

**2.1.12. BYRD ANTI-LOBBYING REQUIREMENTS**

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions <https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>

**2.1.13. FOREIGN TERRORIST ORGANIZATION LIST**

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

**2.1.14. BOYCOTT ISRAEL**

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

## TERMS AND CONDITIONS

1. **These provisions and form shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.**
2. Contract Term: From (date of award) through January 31, 2020 with the District's options to renew annually through January 31, 2024.
3. 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)
4. 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. 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.
5. Vendors who require the use of separate contract document, must incorporate the terms and conditions of this document agreement, Proposer agrees to provide a copy of the contract document in **word format** upon request.
6. Provider will perform all Services in accordance with all applicable District policies, state and federal laws and local ordinances and codes. Such services shall be done in a manner satisfactory to District, using the highest degree of care and skill ordinarily exercised by reputable providers performing such services.
7. Should the provider access student records, inadvertently or intentionally, provider shall establish and maintain the confidentiality of student records and information contained therein. Persons inadvertently accessing these records shall immediately notify a district administrator and cease work until notified to proceed. Provider gives full assurance that no information obtained from the district shall be used by or disclosed by its employees except as required to perform duties under the contract.
8. Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the **CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services.

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

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.\*
2. After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at [Egracia@garlandisd.net](mailto:Egracia@garlandisd.net) and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.
3. 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.

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



9. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552); therefore, documents and information furnished to District may be subject to disclosure to the public upon request unless the response or specific parts of the response are excepted from public disclosure under such Act. Suppliers 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 submitting information. 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* attached hereto as "Exhibit 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.

#### 10. Independent Contractor; Qualification to Work

Provider will perform all Services as an independent contractor, and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between District and Provider. Provider will not represent itself to be an employee or agent of District and has no authority to enter into any agreement on behalf of District or bind the District to any obligation to a third party.

#### 11. Consideration and Payment

In consideration of Provider's performance of the Services as set out in this agreement, District shall pay Provider as set forth in the Statement. Payments shall be subject to the provisions of Tex. Govt. Code Ch. 2251.

#### 12. Term and Termination

- a. This Agreement shall become effective upon issuance of Blanket Agreement. Provider shall begin providing Services on the date specified in the purchase order and shall provide such services in accordance with the purchase order.
- b. This Agreement may be terminated by the District, at any time, with or without cause, by written notice of termination given to Provider to be effective as of a specified date not less than twenty (20) calendar days from the date of such notice.
- c. District may terminate this Agreement effective immediately if Provider becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency, reorganization or the protection of creditors' rights, or otherwise ceases to do business in the normal course.
- d. If the Services will not be completed within the school budget year in which this Agreement is signed, the Agreement will be automatically terminated on the last day of the last school year in which funds are appropriated in the District's budget for such Services.

#### 13. Dispute Resolution

- a. The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees and all other reasonable litigation expenses.

- b. Any claims, disputes, or matters arising out of this Agreement between the District and Provider not settled by mediation, may be submitted to a court of appropriate jurisdiction. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises regarding this Agreement, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation. Should the parties be unable to reach agreement, an independent mediator may be selected by mutual consent of the parties to assist in a further effort to resolve the dispute. Furthermore, if the parties mutually agree to mediation, each party included in the mediation will bear an equal share of all costs related to the mediation. Any claims, disputes or matters arising out of the contract will be submitted to mediation only upon the mutual consent of the parties. In the event that mutual consent is not achieved, the parties are free to pursue any claims, disputes or matters in any manner allowed by law.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for the resolution of any disputes shall be Dallas County, Texas.

#### 14. General Provisions

- a. Upon request by Garland ISD, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives 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 and all other pending matters are closed.
- b. 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.
- C. PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DAMAGES, PENALTIES, EXPENSES AND LIABILITIES, DEMANDS AND CAUSES OF ACTION (INCLUDING, BUT NOT LIMITED TO, COURT COSTS AND ATTORNEY'S FEES) DIRECTLY OR INDIRECTLY RELATED TO, RESULTING FROM OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT.
- d. The person whose signature appears on this acknowledgement and signature page hereby certifies (by signing this document) that the individual and/or firm on whose behalf this agreement 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 this MSA.
- e. Nothing in this Agreement, or any other exhibit attached hereto, shall be construed to affect, alter or modify the governmental immunity of District. This Agreement does not have or create any third-party beneficiaries. Nothing in this Agreement, or any Exhibit attached hereto, shall be construed to create, expand, or form a basis for liability by District to any third party under any theory of law unless such a basis exists independently of this Agreement under State or federal law.

- f. Neither this Agreement nor any of the obligations to be performed hereunder may be assigned, directly or indirectly, by Provider without the prior written consent of District.
- g. No delay or failure by any party in exercising or enforcing any of its rights or remedies under this Agreement shall constitute a waiver thereof.
- h. Any notice or communication hereunder must be in writing and given by depositing same in the United States mail, addressed to the other party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person. Such notice shall be deemed received on the date on which it is hand delivered or on the date received. For purposes of notice, the parties' addresses shall be:

To District:  
Garland ISD  
Mark Booker  
501 S. Jupiter  
Garland, TX 75042

- i. No amendment or modification of this Agreement will be effective unless made in writing, signed by both parties hereto, and dated subsequent to the effective date of this Agreement.
- j. If any provision or term of this Agreement is judicially determined to be invalid, void or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable and shall in no way be affected, impaired, or invalidated if the same may be given effect without the void or invalid provision.
- k. This Agreement, and any Exhibit attached hereto, constitute the entire Agreement between the parties. No prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding.

## REQUEST FOR PROPOSALS EVALUATION CRITERIA

In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

	Factors	Possible Points
1	Purchase price	40
2	The reputation of the vendor or of the vendor's goods or services	5
3	The quality of the vendor's goods or services	7
4	The extent to which the goods or services meet the District's needs	20
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	0
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: a. has its principal place of business in this state; or b. employs at least 500 persons in this state; and (Form E)	0
9	Variety of Media Format/Platforms used	10
10	Demographic Information	15

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

### **Garland ISD Background**

Garland ISD has an enrollment of over 57,000 students. It is the second largest district in Dallas County and is considered one of the largest districts in the state of Texas. The district has 2 pre-kindergarten schools, 45 elementary schools, 13 middle schools and 7 high schools. There are magnet programs throughout the district. Elementary and middle school magnet programs include gifted and talented, math, science and technology and classical curriculum. Refer to [www.garlandisd.net](http://www.garlandisd.net) for an extensive list of departments and campus locations.

### **SCOPE of Work**

The Garland Independent School District is accepting RFP's (Requests For Proposals) to purchase air time and advertising across all types of media and various platforms such as, but not limited to:

Broadcast television, radio, cable and satellite distribution, Internet and digital platforms and movie theater spots/advertising. Media outlets could target audiences in local, state or national markets.

Services will be purchases on an "as needed" basis.

### **SPECIAL TERMS & CONDITIONS**

1. The Garland Independent School District is accepting RFP's (Requests For Proposals) to purchase air time and advertising across all types of media and various platforms such as, but not limited to: Broadcast television, radio, cable and satellite distribution, Internet and digital platforms and movie theater spots/advertising. Media outlets could target audiences in local, state or national markets. Services will be purchases on an "as needed" basis.
2. The awarded vendor(s) will provide advertising media plans with a range of purchasing details including proposed times of placement for specific markets, reach, frequency and CPPs/GRPs. The awarded vendor(s) must be able to advertise the district's information as requested provided the air time requested is available.
3. Please submit demographic information (including analysis of market), station, profiles, times and proposed added value and other information deemed helpful or important.
4. The Garland Independent School District reserves the right to negotiate the purchase of nontraditional, value-added media opportunities such as promotions, giveaways, editorial opportunities as well as duplicating, trafficking and tracking media. This proposal is not limited to proposal specifications; prices for future services that fall under the criteria of this RFP will be requested from awarded vendor(s).
5. Please submit two copies of your response, one (1) original and one (1) copy by mail or hand delivered in a sealed envelope to:

Garland ISD  
Attn: Purchasing Department  
501 S. Jupiter  
Garland, TX 75042

**PROPOSAL PRICING**

Note: This proposal form must be used for proposal to be considered. Please print your responses VERY CLEARLY.

Note: Make sure you read the above – Special Terms & Conditions/Proposal Specifications before filling-in the proposal pricing information.

Please attach Fee Schedule(s) based on media format/platform your company provides from the list below.

<p><b>HOURLY/DAILY FEE SCHEDULE</b></p>	<p>\$ _____/hr. or</p> <p>\$ _____/day</p>
<p>Please indicate areas of specialization below:</p>	
<p><b>Broadcast Television</b></p>	<p>YES _____ NO _____</p>
<p><b>Radio</b></p>	<p>YES _____ NO _____</p>
<p><b>Cable/Satellite</b></p>	<p>YES _____ NO _____</p>
<p><b>Internet/Digital Platform</b></p>	<p>YES _____ NO _____</p>
<p><b>Movie Theater Advertising</b></p>	<p>YES _____ NO _____</p>
<p><b>Print Advertising</b></p>	<p>YES _____ NO _____</p>
<p><b>Mobile Advertising</b></p>	<p>YES _____ NO _____</p>
<p><b>Outdoor Advertising (Static)</b></p>	<p>YES _____ NO _____</p>
<p><b>Outdoor Advertising (Digital)</b></p>	<p>YES _____ NO _____</p>
<p><b>Public Notices</b></p>	<p>YES _____ NO _____</p>
<p><i>List any other media format/platform:</i></p>	

## Attachment A Supplier Questionnaire

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

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

2. References:

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

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

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

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Yes   
No
- Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? No
- For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Yes   
No

Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? No

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

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a 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.

**Attachment A (continued)**

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

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**“Covered employee”** - A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

**“Direct contact with students”** -The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

**“Disqualifying conviction”** - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of \_\_\_\_\_ (“Contractor”), I certify that [check one]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

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Signature

Title

Date

## Attachment C

### Confidential Information Declaration & Copyright Authorization Form

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

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

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

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

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

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

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Signature	Title	Date
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# Attachment D

## Compliance Form

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An authorized company representative must sign this form to indicate compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

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Company Name

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Address

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City

State

Zip

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Printed Name

Title

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Signature

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Email Address

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Telephone #

Fax #