



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

**REQUEST FOR PROPOSAL  
EXCLUSIVE ATHLETIC APPAREL  
PROPOSAL # 20-20**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. CST, May 12, 2020.**

**Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, 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 Athletic Apparel for the Athletic department of the Garland Independent School District (GISD).

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. 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

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

\_\_\_\_\_  
Signature

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

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

*Mark A. Booker*

Mark A. Booker  
Director of Purchasing

## 1. INSTRUCTIONS TO PROPOSERS

### 1.1 Submission of Proposals

#### 1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may

contact: Janet Curtis-Fuller, Buyer at [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net)

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

#### 1.1.2. 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 [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net) no later than **April 29, 2020 at 12:00 p.m.**

#### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by **May 5, 2020 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>) for addendums prior to submitting responses.

#### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COPY SUBMITTED ON FLASH DRIVE.  
ENSURE THE SUBMISSION IS CLEARLY LABELED.

#### DELIVERY OF PROPOSAL

Most facilities in Garland ISD are closed due to rising concerns about the spread of the coronavirus (COVID-19. This closure is based on guidance from state leaders, public health officials and additional factors. Our goal, as always, is student, staff and community health and safety. We will reassess at a later date. At this time active solicitations will be received electronically pursuant to the instructions included with the solicitation.

#### PHYSICAL DELIVERY OF PROPOSAL CHANGE:

Please be advised that delivery of your proposal will be limited at this time to Tuesday and Thursday between the hours of 8:00am and 12:00pm central standard time but no later than the prescribed due date listed in the solicitation. Delivery of Proposal(s) will continue to be at:

**Garland ISD Purchasing Department 501 S. Jupiter, Garland, Texas 75042**

**Proposals submitted via the U.S. Postal Service art to be mailed to:**

**Garland ISD Purchasing Department P.O. Box 469026, Garland, Texas 75046-9026**

Please feel free to call us at (972) 487-3009, between the hours of 8:00am and 12:00pm on Tuesdays and Thursdays if you require any assistance with this submittal.

**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.**

**1.1.5. SIGNED ORIGINAL**

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

**1.1.6. 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.

**1.1.7. OTHER FORMS OF SUBMISSION**

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this proposal unless written instructions permit additional pages.**

**1.1.8. AUTHORIZED SIGNATURE**

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

**1.1.9. NUMBER OF PAGES**

All pages of this Request for Proposal are to be returned with your proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

**1.1.10. FORMAT FOR PRICING**

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

**1.1.11. MINIMUM QUANTITIES**

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified).

**1.1.12. WITHDRAWING PROPOSALS**

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

**1.1.13. DISTRICT LIST OF PROPOSERS**

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 PROPOSAL". Failure to follow this procedure will result in your firm being removed from the mailing list!

**1.1.14. PROPOSAL TABULATIONS**

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-tabulations>.

The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

#### **1.1.15. DEVIATIONS**

Any and all deviations to this competitive solicitation proposed by the Proposal must be listed on the Compliance Form, not on a cover letter, catalog, etc.

#### **1.1.16. PUBLIC INFORMATION**

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. 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.

#### **1.1.17. COPYRIGHT PROTECTION**

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

#### **1.1.18. POST-SUBMISSION CHANGES**

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

### **1.2 Award/Evaluation of Proposals**

#### **1.2.1. WAIVING INFORMALITIES**

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

#### **1.2.2. 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 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. 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!**
10. 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 Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.  
[www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance)

### 1.2.5. BOARD OF TRUSTEE APPROVAL

Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

### 1.2.6. ADDITIONS OR IMPROVEMENTS

Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request for Proposal.

**1.2.7. UNIT OF MEASURE**

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. 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.

**1.2.8. FELONY CONVICTIONS**

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

**1.2.9. ALTERNATE AWARDS**

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.

**1.2.10. PRODUCT LITERATURE**

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding “or equal” items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as “or equal”. Failure to do so will result in the rejection of your proposal.

**1.2.11. PRICE ESCALATION PROVISIONS**

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 first year of the contract. During the remaining yearly terms of the contract, proposed increases may be submitted to the Purchasing Department for review and should include documentation for price increase request. All price increases are subject to Purchasing Department approval and the Purchasing Department reserves the right to quote from among all vendors submitting bids to determine market value.

**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.

**2.1.1. ANTI-COLLUSION AND FRAUD**

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

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

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

that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's excluded parties list (SAM).

**2.1.3. COPYRIGHT AND PATENT LAWS**

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

**2.1.4. SOLE SOURCE**

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

**2.1.5. 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.

**2.1.6. FUNDING AGREEMENTS**

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

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

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

**2.1.8. ENERGY POLICY AND CONSERVATION ACT**

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

**2.1.9. RECORD RETENTION REQUIRMENTS**

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

#### **2.1.10. RECOVERED MATERIALS**

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

#### **2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS**

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

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

#### **2.1.12. 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.

#### **2.1.13. BOYCOTT ISRAEL**

Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. **Note:** On April 25, 2019, the U.S. District Court for the Western District of



Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

**2.1.14. PROHIBITED TRANSACTION**

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

**2.1.15. BUY AMERICA ACT**

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Deviation/Compliance Form.

**3. SHIPPING AND DELIVERY**

- 3.1.** The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.
- 3.2.** Pick-up and delivery will be made between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday, excluding school holidays.
- 3.3.** Non-palletized freight shall be unloaded inside the Warehouse or School building. Supplier is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Supplier must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.4.** Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.5.** Removal of shipping cartons and other shipping debris is the sole responsibility of the successful proposer(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the contractor. The cost of the return shall be the burden of the responsible contractor.

#### 4. TERMS AND CONDITIONS

##### 4.1. CASH PAYMENTS AND DISCOUNTS

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

##### 4.2. MATERIAL SAFETY DATA SHEETS

Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).

##### 4.3. HAZARDOUS MATERIALS USAGE NOTIFICATION

Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.

##### 4.4. SUBMITTING SAMPLES

The District reserves the right to request samples of any/all products included on your company's proposal. Proposers are to be prepared to submit samples within five (5) working days of written request (at no charge to the Garland I.S.D.)

##### 4.5. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

##### 4.6. CHANGE ORDERS

The District and District's representative, without invalidating the contract, may make changes by altering, adding to, or deducting from the Purchase Order; the contract sum being adjusted accordingly. No extra work or change shall be made unless in pursuance of a written order from the District and any claim for an addition to the contract sum will not be valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

**IT IS THE PROPOSER'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER(S) & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED WILL BE RETURNED AT THE VENDOR'S EXPENSE.**

##### 4.7. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <http://www.garlandisd.net/content/how-do-business-us>. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 4.7.1. Invoice is received at the address indicated on the purchase order
- 4.7.2. Pricing on the invoice matches the price on the purchase order
- 4.7.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.7.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.7.5. Unique invoice number used for each billing
- 4.7.6. Merchandise has been received.
- 4.7.7. Description of goods and services, and unit of measure, 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.**

#### **4.8. CHANGING QUANTITIES**

Quantities may be increased or decreased at the discretion of the District.

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

#### **4.9. NO SMOKING POLICY**

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

#### **4.10. CHOICE OF LAW/VENUE**

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

#### **4.11. INVALID PROVISIONS**

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

#### **4.12. QUALITY OF WORKMANSHIP**

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

#### **4.13. OVERCHARGE CLAIMS**

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

**4.14. PURCHASE ORDER SHORTAGES**

If applicable to “Food Service” commodities, when/if a vendor “shorts” a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor’s expense.

**4.15. AVAILABILITY OF FUNDING**

Garland ISD’s fiscal year is July 1 through June 30. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

**4.16. INDEPENDENT CONTRACTOR**

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.

**4.17. CANCELLATION FOR CONVENIENCE**

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the 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.

**4.18. CANCELLATION FOR CAUSE**

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

**4.19. AGREEMENT BETWEEN PARTIES**

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

**4.20. DISTRICT ACCESS TO WORK AREA**

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

**4.21. HOLD HARMLESS**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**

**4.22. AUDITING CONTRACT**

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

**4.23. LIMITATION OF LIABILITY**

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract unless specifically agreed to in writing by Garland ISD's Purchasing Department.

**4.24. AUTHORIZED NEGOTIATORS**

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

**4.25. E-COMMERCE PARTNER**

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as 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.

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

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

**4.26. FORCE MAJEURE**

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

**4.27. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES**

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at [www.ethics.state.tx.us/index.html](http://www.ethics.state.tx.us/index.html).

**END OF SECTION**

## GARLAND INDEPENDENT SCHOOL DISTRICT

### **Instruction Sheet**

1. **Contract Term**

From July 28, 2020 (or date of award) with the contract renewing annually for five years from date of award unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

2. **Value of Contract**

The estimated value of this contract is \$425,000; 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.

3. **Required Forms**

**All Required Forms MUST be completed and returned as a part of the proposal submission.**

4. **Line Pricing**

Each line item must be proposed as specified, including description and unit of measure. Any questions regarding unit of measure must be resolved between the prospective proposer and the District Purchasing Department in accordance with the Item 1.1.2 of the Instructions to Proposers. Failure to propose specified description and unit of measure may be cause for rejection of proposal for the item(s) in question. Refer below for information regarding bidding of "or equals" and alternates. The district will make the sole determination regarding Approved Equals.

5. **Bidding an "or Equal":**

When bidding an "or Equal", vendor must indicate pricing on the base line provided. Do not add additional lines. Vendor must indicate in their proposal the brand and model/catalog number being offered. Include with your proposal any catalogs, brochures or other information relative to the characteristics of the product on which you are offering. For your bid to be considered you must show your comparable specification for each item in the related field.

6. **Bidding Alternates: (Alternates not accepted)**

Alternates will not be accepted for this bid. Vendors must propose according to the item description and unit of measure specified.

7. **Fingerprinting Requirement:**

**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, and return after all personnel have been fingerprinted.

## **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 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 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.



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.

**END OF SECTION**

## **Background Garland ISD**

Educating 56,000 students across [72 campuses](#), Garland ISD ranks as the second-largest district in Dallas County, fifth-largest in Dallas-Fort Worth, 15th-largest in Texas, and is among the 75-largest in America. With a rich, 100-year tradition of excellence, GISD boasts a diverse population that speaks more than 100 languages, as well as technology-driven campuses, [magnet programs](#) and approximately [200 Career and Technical Education courses](#). Our family of three cities shares a vision that serves to provide an exceptional education to all students.

Our students have a wide range of opportunities to develop their talents, explore their passions and develop self-esteem and self-discipline. From choir to cheerleading, drama to drawing, strings to soccer, and everything in between, there's truly something for everyone.

Find out more on our [Athletics & spirit groups](#) and [Visual and Performing Arts](#) pages.

Each high school varsity head coach is allotted a set athletic equipment budget for their sport. The head coach determines what athletic apparel their team will need to purchase for the upcoming season. Game uniforms are only purchased for the varsity athletic teams. When new varsity uniforms are purchased the old varsity uniforms are then used by the JV and the old JV uniforms are used by the freshmen team(s). The head coach determines if varsity uniforms are purchased every year or every other year.

## **Scope of Work**

It is the intent of Garland ISD to enter into a multiyear agreement with a qualified and experienced athletic apparel and equipment dealer(s) to have exclusive apparel rights to provide a full range of Logo/Brand Name athletic uniforms and related apparel to Garland ISD athletic department and schools on an as-needed basis. **Garland ISD is expecting to achieve reduced pricing and other incentives by awarding exclusive rights to provide athletic apparel to our seven high school campuses, based on evaluation for award by campus, and may result in a contract award of one, or up to seven, high school campus athletic apparel contracts.**

### High School Athletic Programs

Girls – Cross Country, Volleyball, Basketball, Soccer, Softball, Track, Tennis, Golf & Swimming

Boys – Cross Country, Football, Basketball, Soccer, Baseball, Track, Tennis, Golf & Swimming

### **Desired Products**

Examples of equipment, uniform, athletic apparel and accessory products which are included in the RFP are listed below – however, this list may not be exhaustive:

Team uniforms –

Practice gear – shorts, t-shirts

Competition shoes – cleats, turf, training, basketball, volleyball, track, slides, tennis, golf

Training shoes

Team travel/warm-up suits

Sweat pants & sweat shirts

Coaching gear – shorts, pants, polo shirts

Coaching shoes

Travel bags

Miscellaneous – socks, etc.

Note: In addition to uniforms, following is a partial (not comprehensive) list of potential related apparel under this program: Team Spirit Packs, Practice Gear, Student Store Offerings, and Booster Club Offerings.

NOTE: The District reserves the right to incorporate other sports into this RFP. The District also reserves the right to add or delete programs to the above list, as determined necessary by the District Athletic Department.

### **Pricing levels and Discounts**

All discounts and pricing structures shall remain firm through the term of the contract and include standard delivery. The awarded vendor(s) may update the manufacturer's price list during the contract period on anniversary dates or as issued by the manufacturer to reflect new products, supplier's price changes, and discontinued products, etc. However, all percentage discounts proposed shall remain firm for the duration of the resulting contract. Supplier shall provide the District with copies of price list(s) as issued by the manufacturer and as requested by the District. Contract prices may be subject to increase or decrease during the contract period in accordance with changes made by the manufacturer in their established nationally distributed price list or published catalog. Catalog or price lists may indicate increases or decreases in pricing, but the percentage discount originally accepted for award shall not be decreased during the contract period unless specific documentation from the manufacturer is provided showing that it cannot support the discount on the product without undue hardship.

### **OTHER CONTRACT INCENTIVES**

Vendors are being provided the opportunity to offer other incentives for contract consideration. This could include such options as up-front payments to the District, donations to schools, scholarship donations to graduating seniors, educational programs, staff development, or other contract incentives the vendor(s) might elect to propose. Please include information regarding other contract incentives in your response.

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
1	The Purchase Price a. Uniform, Footwear Prices	<b>30</b>
2	The reputation of the vendor(s) and of the vendor(s)'s goods or services a. References b. Previous School District contract experience	<b>5</b>
3	The quality of the vendor(s)'s goods or services a. Samples (Section 4 Terms and Conditions, 4.4. Submitting Samples)	<b>15</b>
4	The extent to which the goods or services meet the district's needs a. Company Profile (5 pts) b. Returns (5 pts) c. Exchanges (5 pts) d. Phase-in Period (5 pts)	<b>20</b>
5	The vendor(s)'s past relationship with the district	<b>2</b>
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses	<b>0</b>
7	The total long-term cost to the district to acquire the vendor(s)'s goods or services	<b>0</b>
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(s) or the vendor(s)'s ultimate parent company or majority owner:	<b>0</b>

	A. has its principal place of business in this state	
	B. employs at least 500 persons in this state	
9	<p>Any other relevant factor specifically listed in the Request for Proposal or Proposals.</p> <ul style="list-style-type: none"> <li>a. Annual Monetary Incentives (4 pts)</li> <li>b. Annual donated products to District and/or schools (4 pts)</li> <li>c. Annual scholarship donations (4 pts)</li> <li>d. Promotional Allotment for Life of Contract (4 pts)</li> <li>e. Discount off Retail Price (Apparel, Uniforms, Footwear) (4 pts)</li> <li>f. Marketing Materials (4 pts)</li> <li>g. Other contract incentives: (Education programs, Staff Development, etc.) (4 pts)</li> </ul>	<b>28</b>

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

## Proposal Format

**Proposers are required to provide information in their proposals in the format, section tabbed, as outlined below. You may also provide any additional sales and engineering documentation you deem relevant to the service being provided.**

**In addition, a copy of this full proposal, including all pricing tables, should be submitted by flash drive.**

<b>1. Executive Summary, Company's Profile and Experience</b>	<ul style="list-style-type: none"><li>a. State the date your company was established</li><li>b. Provide a description of your company's presence in Texas and specifically Dallas, County. Note the location of each office, the number of agents that reside in each office, and whether agents are licensed in the State of Texas.</li><li>c. Identify any governmental entities, agencies, or political subdivision, other than school districts, the company has provided similar services and products. Include the time period during which the company provided such products and services.</li><li>d. List the name, address, phone number, fax number and e-mail address of the contact person who is authorized to answer questions and negotiate the terms and conditions of this engagement on behalf of your firm.</li></ul>
<b>2. Services &amp; Service Plan Provided Describe the specific services and methodology or work plan your company proposes to provide</b>	<ul style="list-style-type: none"><li>a. Provide a detailed description of the approach and methodology to be used to accomplish the requirements as detailed in the scope of services of this RFP. The methodology section should include:<ul style="list-style-type: none"><li>1. Exchanges, Returns Policy</li><li>2. Program phase-in over 5 years</li></ul></li><li>b. Information as to the capabilities and resources of the office(s) from which respondent proposes to perform the required services requested by this RFP.</li><li>c. With specificity, describe what makes your company uniquely qualified to provide the required products and services, including any superior qualities your company possesses, that would benefit the Garland ISD.</li></ul>

<p><b>3. References</b></p>	<p>Identify any school districts, governmental entities and or public sector entities your organization has worked with during the last five (5) years. For each, provide the name of the school district, the contract dates and the name and contact information of the school district, governmental entity and or public sector entity employee responsible for overseeing performance.</p>
<p><b>4. Acceptance of RFP &amp; Contract Terms &amp; Conditions</b></p>	<p>Provide a statement accepting all terms and conditions within the RFP document to include acceptance of the contract form or detail all exceptions/deviations and the rationale for the deviation. A sample contract should be submitted with the document. A word version must be made to the vendor(s) that are elevated to the contract negotiation phase.</p>
<p><b>5. Pricing and Incentives</b></p>	<p>List pricing for all sample pricing items (spreadsheets provided)</p> <p>Manufacturer Discount (Refer to tiered pricing)</p> <p>List of incentives and other value added services or programs offered (Refer to tiered pricing)</p>
<p><b>6. Other Information</b></p>	<p>Any other information you believe will assist Garland ISD in evaluating your proposal</p>

Tiered Pricing Form – formatted as shown, included as tabbed Item 5 in Proposal Submission

	<b>Pricing if awarded seven (7) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded six (6) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded five (5) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded four (4) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded three (3) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded two (2) high school campus' athletic apparel contracts</b>	<b>Pricing if awarded one (1) high school campus' athletic apparel contract</b>
Manufacturer Discount Program							
Monetary Incentives							
Promotional items							
Programs							
All other value added service							



## Uniform Specifications

### Football

**Stock Jersey:** 100% polyester, 100% nylon mesh body, 100% dazzle cowl & sleeves, elastic hem, aggressive shoulder cut with 2 color lettering, numbers on front & back, GISD Logo

**Color Stock Pant:** 92% tricot nylon & 8% spandex, drawstring waistband with two color decoration

**White Stock Pant:** 91% tricot polyester & 9% spandex, drawstring waistband with two color decoration

**Custom Jersey:** Primeknit body mapping knit structured fused yarns to create a true compression fit. Knit structure with reduced seams to create unrestricted range of motion. Durable rib knit structure throughout high impact zones. Seamlessly integrated climacool mesh zones for enhanced breathability. New silicon grip system inside shoulder caps for ultimate lock-down fit, with two color lettering, numbers on front & back, GISD Logo

**Custom Pant:** Prime knit cloth custom game pant with 2 color decoration

**Custom Jersey:** Techfit Woven A1 cloth, 55 cloth front & back body/yoke/sleeves & 60 cloth side inserts, elastic waist, with two color sublimated lettering & numbers front & back, GISD Logo

**Custom Pant:** Woven A1 cloth, 55 cloth body & 60 cloth insert with 2 color sublimated lettering

**Custom Jersey:** Sublimated 4-way stretch Matte Cordura body fabric & 2-way stretch mesh inserts, iconic chain maille mesh grill at neck, pro waist elasticized hemline, lockdown fit, and color block zones on sleeve, sleeve cuff & collar, with or without stripes. Two color lettering, numbers on front & back, GISD Logo

**Custom Pant:** 4-way stretch Matte Cordura body fabric & w-way stretch mesh inserts, stretch mesh at back thigh, integrated belt, thigh pad pockets, knee pad pockets, with or without sublimated stripes

### Volleyball

**Stock Jersey:** Cap Sleeve, 92% polyester, 8% elastane, four-way stretch material allows for unlimited freedom of movement, mesh shoulder cut-out creates breathability, semi-fitted pattern for performance with two color lettering, numbers front & back, GISD Logo

**Stock Jersey:** Long Sleeve, 92% polyester, 8% elastane, four-way stretch material allows for unlimited freedom of movement, mesh shoulder cut-out creates breathability, semi-fitted pattern for performance with two color lettering, numbers front & back, GISD Logo

**Stock Short:** 85% polyester, 15% elastane, superior moisture management, secure waistband, inseam 4"

**Stock Short:** 85% polyester, 15% elastane, powermesh enclosed waistband, inseam 4"

**Custom Volleyball Jersey:** Long Sleeve Sublimated, 91% polyester, 9% elastane, fully sublimated, lift panel underarm to maintain coverage during overhead movements with two color lettering, numbers front & back, GISD Logo

**Custom Volleyball Jersey:** Short Sleeve Sublimated, 91% polyester, 9% elastane, fully sublimated, lift panel underarm to maintain coverage during overhead movements with two color lettering, numbers front & back, GISD Logo

### Basketball

**Stock Jersey:** Women's, 100% recycled polyester mesh body with 100% recycled polyester interlock side panels, with two color lettering, numbers on front & back, GISD Logo

**Stock Jersey:** Men's, 100% recycled polyester mesh body & 100% recycled polyester interlock side panels, with 2 color lettering, numbers on front & back, GISD Logo

**Stock Short:** Women's, 100% recycled polyester mesh body with 100% recycled polyester interlock side panels and front & back insert, 100% recycled polyester mesh lining on white based colorways, 2 color lettering

**Stock Short:** Men's, 100% recycled polyester mesh body with 100% recycled polyester interlock side panels and front & back insert, 100% recycled polyester mesh lining on white based colorways, two color lettering

**Custom Jersey:** Women's, 87 cloth, mesh 6.67 oz. /square yard/70 denier, perforated side woven panel, fully sublimated two color lettering & numbers, GISD Logo.

Color 100% nylon & white 100% polyester

**Custom Jersey:** Men's, 87 cloth, mesh 6.67 oz. /square yard/70 denier, perforated side woven panel, fully sublimated two color lettering & numbers, GISD Logo

Color 100% nylon & white 100% polyester

## **Soccer**

**Stock Jersey:** Women's, long sleeve, 100% polyester pique body & sleeves, two color lettering & numbers, GISD Logo

**Stock Jersey:** Women's, short sleeve, 100% polyester pique body & sleeves, two color lettering & numbers, GISD Logo

**Stock Jersey:** Men's, long sleeve, 100% polyester pique body & sleeves, two color lettering & numbers, GISD Logo

**Stock Jersey:** Men's, short sleeve, 100% polyester pique body & sleeves, two color lettering & numbers, GISD Logo

**Stock Short:** Women's, 100% polyester pique body, two color lettering or number on leg

**Stock Short:** Men's, 100% polyester pique body, two color lettering or number on leg

**Custom Jersey:** Women's, long sleeve, 100% fully sublimated double knit polyester body, graphic options or solid with two color lettering & numbers, GISD Logo

**Custom Jersey:** Women's, short sleeve, 100% fully sublimated double knit polyester body, graphic options or solid with two color lettering & numbers, GISD Logo

**Custom Jersey:** Men's, long sleeve, 100% fully sublimated double knit polyester body with two color lettering & numbers, GISD Logo

**Custom Jersey:** Men's, short sleeve, 100% fully sublimated double knit polyester body with two color lettering & numbers, GISD Logo

**Custom Short:** Women's, 100% fully sublimated double knit body, lettering or number on leg

**Custom Short:** Men's, 100% fully sublimated double knit body, lettering or number on leg

**Custom Jersey:** Women's, long sleeve, 100% polyester interlock body & sleeves with two color lettering & numbers, GISD Logo

**Custom Jersey:** Women's, short sleeve, 100% polyester interlock body & sleeves with two color lettering & numbers, GISD Logo

**Custom Jerseys:** Men's, long sleeve, 100% polyester interlock body & sleeves with two color lettering & numbers, GISD Logo

**Custom Jerseys:** Men's, short sleeve, 100% polyester interlock body & sleeves with two color lettering & numbers, GISD Logo

**Custom Short:** Women's, 100% polyester interlock body, lettering or number on leg

**Custom Short:** Men's, 100% polyester interlock body, lettering or number on leg

## **Baseball**

**Stock Jersey:** 2-button with slight drop tail, 100% polyester mesh jersey with two color lettering & numbers, GISD Logo

**Stock Pant:** 100% polyester pique body, 100% polyester mesh gusset, double knee reinforcement, tunneled belt loop construction, open hem

**Stock Pant:** 100% polyester pique body, 100% polyester mesh gusset, double knee reinforcement, tunneled belt loop construction, open hem, with piping

**Stock Knickers Pant:** 100% polyester pique body, 100% polyester mesh gusset, double knee reinforcement, tunneled belt loop construction, open hem

**Stock Knickers Pant:** 100% polyester pique body, 100% polyester mesh gusset, double knee reinforcement, tunneled belt loop construction, open hem with piping

**Stock Pant:** 150 cloth with 2-way stretch, 100% polyester circular knit, gripper elastic waistband, flat-lock stitching, pocket tie-downs, zipper fly front & s set-in back pockets, elastic bottom

**Stock Pant:** 150 cloth with 2-way stretch, 100% polyester circular knit, gripper elastic waistband, flat-lock stitching, pocket tie-downs, zipper fly front & s set-in back pockets, elastic bottom with piping

**Stock Knickers Pant:** 150 cloth with 2-way stretch, 100% polyester circular knit, gripper elastic waistband, flat-lock stitching, pocket tie-downs, zipper fly front & s set-in back pockets, elastic bottom

**Stock Knickers Pant:** 150 cloth with 2-way stretch, 100% polyester circular knit, gripper elastic waistband, flat-lock stitching, pocket tie-downs, zipper fly front & s set-in back pockets, elastic bottom with piping

**Custom Jersey:** 100% polyester mesh, fully sublimated, tailored cut, 2-button, two color lettering, numbers front & back, GISD Logo

**Custom Pant:** 100% polyester pique body, 100% polyester mesh inserts, tailored cut, traditional tunneled belt loop, double knee reinforcement no stripes

**Custom Pant:** 100% polyester pique body, 100% polyester mesh inserts, tailored cut, traditional tunneled belt loop, double knee reinforcement, fully sublimated side inserts

## **Softball**

**Stock Jersey:** 100% polyester mesh jersey, tailored cut, 2-button with drop tail with two color lettering, numbers front & back, GISD Logo

**Stock Pant:** 100% polyester stretch woven, 100% polyester mesh gusset, tailored cut, traditional tunneled belt loop construction, double knee reinforcement

**Stock Pant:** 100% polyester stretch woven, 100% polyester mesh gusset, tailored cut, traditional tunneled belt loop construction, double knee reinforcement with piping

**Custom Jersey:** 100% polyester mesh jersey, tailored cut, fully sublimated with two color lettering, numbers front & back, GISD Logo

**Custom Jersey:** 100% polyester mesh 2- button jersey, tailored cut, fully sublimated with two color lettering, numbers front & back, GISD Logo

**Custom Jersey:** 100% polyester mesh full button jersey, tailored cut, fully sublimated with two color lettering, numbers front & back, GISD Logo

**Custom Pant:** 90% polyester, 10% elastane dobby body, 100% polyester mesh gusset, tailored cut, traditional tunneled belt loop construction, double knee reinforcement

**Custom Pant:** 90% polyester, 10% elastane dobby body, 100% polyester mesh gusset, tailored cut, traditional tunneled belt loop construction, double knee reinforcement, fully sublimated side insert

**Quantity: 22 - 25 white jersey & 22 - 25 color jerseys; pants 22 - 25 white & color**

## **Track**

**Stock Singlet:** Women's Singlet, 100% polyester double knit body and side panels, mesh full back panel, binding around neck & arm holes with 2 color design, GISD Logo

**Stock Singlet:** Men's, 100% polyester double knit body and side panels, mesh full back panel, binding around neck & arm holes with 2 color design, GISD Logo

**Stock Short:** Polyester interlock body, engineered mesh upper side panel, elastic tape waistband with no drawcord, inner brief, split short construction, 3.2 inseam with two color logo

**Custom Singlet:** Women's fully sublimated lightweight flat back mesh singlet with warp knit mesh back, improved neckline for increased comfort and ultimate performance minimal seams to move freely, with two color team name & school logo, GISD Logo

**Custom Singlet:** Men's fully sublimated lightweight flat back mesh singlet with warp knit mesh back, improved neckline for increased comfort and ultimate performance minimal seams to move freely, with two color team name & school logo, GISD Logo

**Custom Short:** Women's fully sublimated ultra-lightweight, split leg, dri-fit built-in-liner, elastic waistband & internal drawcord, 70 gram fabric allows for increased mobility, with school logo

**Custom Short:** Men's fully sublimated ultra-lightweight, split leg, dri-fit built-in-liner, elastic waistband & internal drawcord, 70 gram fabric allows for increased mobility, with school logo

## 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. 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

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 proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes   
No

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address [www.txctpa.org](http://www.txctpa.org) . Yes   
No

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

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

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

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

5. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_(state).

5.1. 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

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

## Compliance Form

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An authorized company representative must sign this form to indicate compliance with the 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 Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

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

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Company Name

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Address

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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 #

**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

## **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.

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Printed Name

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Signature

Title

Date



**INSURANCE REQUIREMENTS**

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

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

- \*In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

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

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

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

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

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

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

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Company Name                      Insured By:                      Printed Name                      Certificate Number