



**Garland Independent School District
REQUEST FOR QUALIFICATIONS (RFQ)**

FEBRUARY 27, 2020

**FOR: STUDENT NUTRITION SERVICES (SNS) KITCHEN/FOOD LINE LAYOUT
CONSULTING SERVICES**

PROPOSAL #360-01-20

RFQ Submission Schedule:

**Date: April 7, 2020
Time: 2:00 P.M. CST**

**Location: Garland Independent School District
Attn: Mark Booker, Director of Purchasing
501 S. Jupiter Road
Garland, Texas 75042**

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

Mark A. Booker
Director of Purchasing

Company Name

Address

City State Zip

Authorized Representative Name Title

Signature

Printed Name Email Address

Telephone # Office/Mobile Fax #

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1. INSTRUCTIONS FOR SUBMISSIONS:

1.1 Submission of Qualifications:

1.1.1. In an effort to maintain fairness in this process, all inquiries concerning this procurement are to be directed only to the Garland ISD Purchasing Department, in writing. Attempts to contact Garland ISD's Board of Trustee members, Superintendent of Schools, Deputy Superintendents, Directors, or other employees, during this period beginning with the issuance of this document through approval of award are strictly prohibited unless authorized by the Purchasing Department. Any attempt by a firm or representative of the firm to contact or influence a member or members of the aforementioned, will be grounds to disqualify a firm from award for items or services on this RFQ.

Contact for Questions

Nancy Nunez, Construction Bond Specialist
e-mail: nrnunez@garlandisd.net and bids@garlandisd.net
Fax: (972) 487-4132

1.1.2. All addenda will be issued via the district website at <https://www.garlandisd.net/connect/do-business/current-opportunities> (Current Bid List). All addenda, if required, will be posted on the aforementioned website by **March 19, 2020, 4:00p.m.** It is the firm's responsibility to check this website for addenda postings prior to submitting responses.

Firms finding errors, requests for additional information, omissions, or corrections that need to be made in this document specifications shall contact the Purchasing Department in writing before **March 17, 2020, 4:00p.m.** Written request shall be submitted via email to bids@garlandisd.net and copy NRNunez@garlandisd.net. **Responses will not be provided for questions received after the deadline.**

i. PLEASE PROVIDE THE **ORIGINAL AND ONE (1) HARD COPY** with **THREE (3) Flash Drives** which include all documents of the hard copy. **ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED. ALSO, PROVIDE THREE (3) FLASH DRIVES with a complete copy of all documents,**

1.1.3 THE ORIGINAL SHALL BE MARKED "**ORIGINAL**" AND THE COPY AS "**COPY**."

1.1.5. Hand-carried qualifications or qualifications submitted via carrier service are to be delivered to:

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

Qualifications and pricing 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 qualifications envelopes as instructed (#1.1.6. below). Allow sufficient transit time.

****Delivery of qualifications envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department. ****

- 1.1.6. Once completed and signed, return your qualifications to the Garland ISD Purchasing Department (as instructed above). Mark the package in the lower left hand corner as follows:

RFQ: #360-01-20 Request for Qualifications

SNS Kitchen/Food Line Layout Consulting Services

DUE April 7, 2020 by 2:00 pm. Central Standard Time

- 1.1.7. Qualification Statements received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened.
- 1.1.8. Oral or telegraphic bids transmitted via the District's facsimile machine are not acceptable.
- 1.1.9. Qualification Statements must be submitted to the District in a sealed package. **DO NOT FAX YOUR QUALIFICATIONS!**
- 1.1.10. Qualification Statements must be signed by an authorized individual to contractually bind their firm when submitting the qualifications. Failure to sign the qualifications will be considered as a "mistake in qualifications", and the qualifications will be rejected as "non-responsive".
- 1.1.11. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are excepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form.

In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. 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 **Copyrighted qualifications are unacceptable and will be disqualified as non-responsive.**

- 1.1.12. The firm shall be responsible for any cost incurred in the preparation of qualifications and participation in the evaluation process. There is no expressed or implied obligation by Garland ISD to reimburse any individual or firm for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by Garland ISD, or for participating in any selection demonstration/interviews, including discovery (pre-contract negotiations) and contract negotiations.

1.2. Award/Evaluation of Qualifications

- 1.2.1. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any qualifications, waive minor qualifications formalities and award the qualifications deemed to be most advantageous to the Garland Independent School District.
- 1.2.2. The District’s intent is to select a firm to award a contract based on the ranking of the responsive proposals and the evaluation criteria noted in this solicitation. As each project is formulated, the district will utilize pricing submitted with this RFQ to negotiate and issue a purchase order in accordance with Texas Government Code, Section 2254.003.
- 1.2.3. A contract award that exceeds \$74,999 will be presented to the GISD Board of Trustees for approval.
- 1.2.4. Upon notification of potential selections for award, the person or entity submitting the qualifications 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).
- 1.2.5. All response material and subsequent interview will be evaluated to determine the best qualified response.

2. CERTIFICATIONS

2.1 CERTIFICATION AFFIRMATIONS

By signing this Request for Qualifications, 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). See Attachment E.

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 Qualifications, 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. CONFLICT OF INTEREST

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 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.

2.1.10. RECOVERD 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.epa.gov/sites/production/files/2015-01/documents/lobbying_activities_disclosure.pdf

2.1.12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Proposer certifies, where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Supplier must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to installation work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on

the open market, or contracts for transportation or transmission of intelligence.

2.1.13. EQUAL OPPORTUNITY

Proposer certifies that, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted installation contract” in 41 CFR Part 60-1.3, must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2.1.14. 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.

2.1.15. 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.

2.1.16 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.

2.2 By submitting a qualification statement in response to this RFQ, all firms affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with this procurement.

2.3 By submitting a response to this request, firm represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at www.garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the qualifications being considered non-responsive.

3. CONTRACT TERMS AND CONDITIONS

3.1 A sample agreement has been included as Exhibit A which shall serve as the instrument that would govern the relationship of the parties including certifications submitted with this RFQ.

3.2 Any proposed deviations to the the contract form must be listed as a deviation. The scope and number of deviations will be considered in the evaluated criteria.

4. INSURANCE REQUIREMENTS

4.1 The Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm 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 Firm shall, during the performance of this Agreement, keep in force the following insurance:

- a. Professional Liability , \$1, 000,000 each occurrence, \$2,000,000 aggregate
- b. Error & Omissions

- 4.2 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.
- 4.3 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. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to and approved by the District.
- 4.4 The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

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Garland Independent School District Supplied Information

1. Purpose of Solicitation

The Garland Independent School District is seeking qualified firms interested in contracting with the District to provide Kitchen/Food Line Layout Consulting Services for a one year period with an option of four renewable years for a maximum of five-years. Pricing will be quoted based on the daily and hourly rates provided in the response to this solicitation with the selected firm(s) as projects become available.

2. Garland ISD Background

Garland ISD has a student population of approximately 56,000 students. In the fiscal year 2019-20 the district will have approximately 7,600 employees, of which over 3,800 are teachers. The school district has 2 pre-schools, 47 elementary schools, 13 middle schools, 7 high schools, and 8 support facilities. Garland ISD has 77 operating locations in the cities of Garland, Rowlett, and Sachse.

Garland ISD has a choice of school program which allows a family to choose the school their child will attend. Garland ISD has an extensive renovation plan to keep all of their school facilities in the best condition. This work makes all of the schools attractive to encourage families to stay with their neighborhood school. This work also keeps the schools in good condition, meeting current fire and life safety standards.

The Garland ISD Board of Trustees supports a historically under-utilized business program that ensures that the District will promote and encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of all goods and services, including all services.

3. Services Requested

Respondents to this RFQ shall identify their experience and qualifications in Pre-K - 12 to perform:

Kitchen/Food Line Layout Consulting Services, Cost Estimating, Code Compliance, Efficiency Standards, Site Analysis Services, Schematic Layout Services, Equipment Information Compilation Services, Prepare Contract Documents, Bidding Assistance, Contract Administration Services, Field Observation of installation of equipment, Project Closeout Services.

4. Procurement Process

A. Selection of Qualified Provider

A committee of Garland ISD staff will evaluate responses based on demonstrated competence. The district reserves the right to interview selected firms prior to recommendation for award. The Garland ISD may also determine that no responsive submittals have been received and reject all submittals.

B. Recommendation of Firms

Following evaluation and negotiations, the District's review committee will present a recommended firm for Board of Trustee approval, if needed.

5. Evaluation Criteria

Qualifications of all business entities will be evaluated using the following selection criteria.

SUBMIT FOR EVALUATION DEMONSTRATED COMPETENCE

| | |
|--|-------------|
| 1. Corporate Background and Experience performing Kitchen/Food Line Layout Consulting Services for Pre-K – 12. | 10% |
| 2. School District experience Profile. Previous experience with Texas School Districts. Provide examples of projects completed for Pre-k – 12 schools in Texas with pictures and summary. | 10 % |
| 3. Key Project Personnel AND those to be assigned to the district. Provide Organizational chart and resume's . | 15% |
| 4. Provide evidence of methodology and considerations in establishing district standards. | 10% |
| 5. Provide typical timeline per client with consideration included in the concept, i.e. population of students, functionality and flexibility of equipment to meet current and future needs for configuration and maintenance. Include example of 3-D rendering. | 10% |
| 6. Has its principal place of business in the state of Texas or employs at least 500 persons in the state of Texas. | 2% |
| 7. Historically Underutilized Businesses, Paragraph 2. | 0% |
| 8. Pricing: Daily Rate and Hourly rates. Evaluation points will be assigned based on the lowest daily rate. | 40% |
| 9. Corporate Financial Information | 3% |
| TOTAL | 100% |

RESPONDENT'S SUBMITTAL

Each firm shall organize the response in the order listed below and include the content as requested. This information will be used for the Evaluation Criteria previously listed. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested in this RFQ. Additionally, Garland ISD reserves the right to reject, as non-responsive, any responses that are not organized and formatted as described in this RFQ.

1. Corporate Background and Experience performing Kitchen/Food Line Layout Consulting Services for pre-k – 12.

- ◆ Letter of intent shall be submitted with the qualifications and must be signed by an individual authorized to contractually bind the firm. Failure to provide the letter will be considered as “non-responsive”.
- ◆ Describe your firm's organizational structure, including any limited partnerships and how they are applied to the proposed services being requested.
- ◆ How many years experience does your firm have performing Kitchen/Food Line Layout Consulting Services, specifically, those listed in paragraph 3 above.

- ◆ Indicate all other names by which your firm has been known and length of time known by each name.
- ◆ Include the address of your firm's Web site, if applicable.
- ◆ List any past or present litigation.
- ◆ Provide information on previous clients for which your firm has performed the services described in paragraph 3 above.
- ◆ List all Kitchen/Food Line Layout Consulting Services your firm performs with your **own employees**.
- ◆ Identify Kitchen/Food Line Layout Services usually **subcontracted** to other firms
- ◆ Provide a comprehensive list of all other services provided by your firm.
- ◆ List practices or programs utilized by your firm to encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of services

2. School District Experience Profile

Previous experience with Texas School Districts. Provide examples of projects completed for Pre-k – 12 schools in Texas with pictures and summary. List the districts for which your firm has performed Kitchen/Food Line Layout Consulting Services in the previous three (3) years. Complete the following form for up to five clients. Duplicate information on additional sheets:

DISTRICT NAME: _____
Contact person / Title _____
Phone number/Email _____
Project Description _____
Original Contract Sum _____

| Service Provided | Yes – Provide brief summary | No |
|--|-----------------------------|----|
| Pre-services | | |
| Site analysis services | | |
| Educational Programming Services | | |
| Schematic services | | |
| Development services | | |
| Prepare contract documents | | |
| Provide bidding assistance | | |
| Provide contract administration services | | |
| Provide field observation | | |
| | | |
| Provide project closeout services | | |
| Provide post completion services | | |

PLEASE ATTACH A BROCHURE OR MATERIAL THAT DESCRIBES EXAMPLES OF YOUR FIRM'S RELEVANT PROJECTS.

3. Key Project Personnel

Provide information regarding capabilities and experience of personnel in your firm and who will be directly assigned to Garland ISD that include the following:

- ◆ Professional resumes for key personnel and their responsibilities. Indicate the education and professional licensing of each person as it relates to the services requested.
- ◆ Include a list of previous clients, including school districts, similar in size and complexity, in which each team member has played a significant role.
- ◆ Provide an **organizational chart** that clearly describes your firm's organization with supervisory reporting.
- ◆ Provide a statement regarding your commitment to keeping the same personnel assigned to Garland ISD throughout the term of the contract, if awarded.

Breakdown of firm personnel:

Who will be your designated representative assigned to GISD?

Please attach resume for this person.

Who is the senior member of the firm assigned to GISD?

Please attach resume for this person.

4. Methodology and Standards.

Provide evidence of methodology and considerations in establishing district standards.

A. Describe how your firm would deliver each of the services described herein. Use additional space/pages as necessary

B. List all services your firm proposes to provide the District as part of the basic services. Use additional space/pages as necessary

C. List all services your firm can provide to the District as an “additional” service. Also describe how your firm would charge the District for these services i.e. pass through cost, multiplier, etc.

D. List other advantages offered by your firm that would be of benefit to the District.

E. Describe technology expertise and experience your firm offers.

5. Timeline and Project Scope

Provide typical timeline per client with consideration included in the concept, i.e. population of students, functionality and flexibility of equipment to meet current and future needs for configuration and maintenance. Include example of 3-D rendering.

6. Resides in or Employees in Texas

Provide information as to business in Texas.

7. Historically Underutilized Business (HUB)

Provide firm's information if minority-owned, woman-owned, or designated as a HUB.

8. Pricing

Provide pricing as listed below. A Fixed Fee will be quoted per location when details of each project to provide requested services is discussed.

A. DAILY RATE: _____

B. HOURLY RATE:

a. Consultant: _____

b. Administrative: _____

c. Reports: _____

d. Documents: _____

e. Misc.: _____

9. Corporate Financial Information

◆ Proposer must indicate number of years as a D&B member. _____

◆ Proposer to provide current D&B rating. _____

◆ Proposals must include the DUNS account number and location of office:

D-U-N-S Account Number: _____

Complete Legal Company Name: _____

(as recorded with Dun & Bradstreet)

Location: _____

(This information will allow the owner to confirm that the correct reports are being used for the evaluation. Failure to provide the DUNS number will result in zero (0) points.)

END OF PAGE

Attachment A

Buy American Act Certification Form (Domestic End Product)

I, the Supplier, certify only domestic supplies are used on this project in compliance with all applicable standards, orders or regulations issued pursuant to the Buy American Act, 41 CFR Subpart 25.001

“Domestic end product” means-

(1) An unmanufactured replacement material mined or produced in the United States;

(2) A domestic end product is manufactured in the United States, if-

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The domestic end product is a COTS item.

Supplier
Name: _____

Title of Authorized
Representative: _____

Mailing Address...: -----

Signature: _____

Complete and return with proposal

Attachment B Deviation/Compliance Form

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 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.

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

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

Complete and return with proposal

Attachment C
Confidential Information Declaration & Copyright Authorization Form

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

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

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

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

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

Printed Name

Signature Title Date

Complete and return with proposal

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

“Covered employee” - A “covered employee” is a person who is an employee, applicant, agent or SubSupplier of the Supplier or of any Sub Supplier of the Supplier, 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 _____ (“Supplier”), I certify that [check one]:

None of Supplier’s employees are *covered employees*, as defined above. The service Supplier 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 Supplier’s employee are *covered employees*. If this box is selected, I further certify that:

- (1) Supplier 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 Supplier receives information that a covered employee has a disqualifying conviction, Supplier 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 Supplier with this certification may be grounds for contract termination.

Signature _____ Title _____ Date _____

Complete and return with proposal

**Attachment E
CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS**

DEFINITIONS

Covered Contracts/Subcontract

(1) Any non-procurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

- a. Consultant.
- b. Principal investigators.
- c. Providers of audit services required by the TDA or federal funding source.
- d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or Subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is “suspended”.

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

(Continued on next page)

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

| | |
|--------------------------------------|---|
| Name of Business (Contractor) | Vendor ID No. or Social Security No. |
|--------------------------------------|---|

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this Certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

Complete and return with proposal

Exhibit A – Sample Agreement



Garland Independent School District

Contract

for

SNS KITCHEN/FOOD LINE LAYOUT CONSULTING SERVICES

#360-01-20

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

This Agreement between Garland independent school district (“Owner” or “District”), a local political subdivision of the state of Texas and **[insert legal name of Firm]** is made and entered into as of **[insert date]**.

RECITALS:

Whereas, District desires to retain a person or firm to provide the following services:

SNS Kitchen/Food Line Layout Consulting Services, in accordance with RFQ #360-01-20; and

Whereas, Firm warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the District, the parties agree to the following:

1. **Scope of Services.**

1.1. The scope of the services shall include documents for bidding requirements for installation of kitchen/food line layout of equipment hereto and made a part hereof for all purposes. Services shall include:

Assignment of project tasks, project scheduling, project budget control, site analysis, schematic layouts and equipment information, bidding assistance, field observation of equipment installation, project closeout Services, and post operational services.

1.2 Firm shall obtain all approvals and make payment for any and all permits that are necessary for the performance of the Services.

1.3 District shall provide Firm with a program of its requirements for the Services or for services by others which utilize Firm's Services Product. Firm shall, at all times, conform its Services to the requirements of the Program and to the requirements of District.

2 **Term of Agreement:** Length of this Agreement shall be for a maximum period of one (1) year from the date of the Board approval, with the option to renew annually for four (4) additional, one (1) year terms.

3 **Firm's Duties and Representations.**

3.1 Notwithstanding anything to the contrary contained in this Agreement, District and Firm agree and acknowledge that District is entering into this Agreement in reliance on Firm's special and unique abilities with respect to performing the Services, and Firm's special and unique abilities with respect to **SNS Kitchen/Food Line Layout Consulting Services**. The Firm accepts the relationship of trust and confidence established between it and the District by this Agreement. Firm covenants with District to use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of District in accordance with District's requirements and procedures, in accordance with the highest standards of Firm's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Firm warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services.

3.2 The Firm represents, and agrees that all persons connected with the Firm directly in charge of the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

- 3.3 The Firm agrees to furnish efficient business administration and perform the Services in the most expeditious and economical manner consistent with the interests of District.
- 3.4 Firm warrants, represents, and agrees that (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Firm has been duly authorized to act for and bind Firm; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Firm has been duly authorized to act for and bind Firm.
- 3.5 Neither the execution and delivery of this Agreement by Firm nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Firm is bound, or any agreement by which Firm is bound or to the best of the Firm's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Firm.
- 3.6 Except for the obligation of District to pay Firm certain fees and expenses pursuant to the terms of this Agreement, District shall have no liability to Firm or to anyone claiming through or under Firm by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of District to Firm for payment pursuant to this agreement, no present or future partner or affiliate of District or any agent, officer, director, employee, or trustee of the District., or anyone claiming under District has or shall have any personal liability to Firm or to anyone claiming through or under Firm by reason of the execution or performance of this Agreement.

4 **The Contract Sum.**

- 4.1 The District shall pay Firm in current year fiscal funds for the performance of the Services as set forth in in this Agreement.
- 4.2 The Contract Sum includes any applicable Federal, State or Local Sales or use tax payable on this transaction.

5 **TERMS AND CONDITIONS**

5.1 **CASH PAYMENTS AND DISCOUNTS**

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

5.2 **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 Qualifications. 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 Qualifications into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

5.3 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.

5.4 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:

5.4.1 Invoice is received at the address indicated on the purchase order

5.4.2 Pricing on the invoice matches the price on the purchase order

5.4.3 Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.

5.4.4 Quantities on the invoice do not exceed those specified on the Purchase Order

5.4.5 Unique invoice number used for each billing

5.4.6 Merchandise has been received.

5.4.7 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.

5.5 CHANGING QUANTITIES/SCOPE

The scope as outlined in the documents identify quantities which may be increased or decreased at the discretion of the District. Unit pricing will apply.

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

5.6 NO SMOKING POLICY

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

5.7 CHOICE OF LAW/VENUE

This Request for Qualifications 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 Qualifications or any resulting purchase orders shall be in Dallas County, Texas.

5.8 INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request for Qualifications (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 Qualifications (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

5.9 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.

5.10 OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Qualifications 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.

5.11 ASSIGNMENT OF CONTRACT

Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.

5.12 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 Qualifications 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.

5.13 INDEPENDENT SUPPLIER

It is understood that in the performance of any services herein provided, for Supplier shall be, and is, an independent Supplier, 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, Supplier has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Supplier in the performance of the services hereunder. Supplier 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.

5.14 CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the Supplier(s). Supplier 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 Supplier(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 Qualifications (or as subsequently revised or changed). Any compensation due the Supplier(s) will be limited to items received and/or services performed and accepted by the District.

5.15 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.

5.16 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. Vendor/contractor shall provide proper and safe facilities for such access and for inspection.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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 iSupplier, 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>

5.22 SOURCING RESPONSIBILITIES

The Proposer is required to provide the name and contact information of the individual who will be the dedicated technical resource for performing the iSupplier and iSourcing responsibilities.

Name of responsible party: _____

Phone Number: _____

E-mail Address: _____

5.23 **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.

5.24 **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.

6 **Payment Terms.**

6.1 Absent any provision to the contrary, District shall not be obligated to make any payment (whether a Progress Payment or Final Payment) to Firm hereunder if any one or more of the following conditions precedent exist:

6.1.1 Firm is in breach or default under this Agreement;

6.1.2 Any part of such payment is attributable to Services which is not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to Services which is performed in accordance with this Agreement;

6.1.3 Firm has failed to make payments promptly to its subcontractors or other third parties used in connection with the Services for which District has made payment to Firm; or

6.1.4 If District, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services in accordance with this Agreement, no additional payments will be due Firm hereunder unless and until Firm, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is determined by District to be sufficient to so complete the Services.

6.2 No partial payment made hereunder shall be construed to be final acceptance or approval of that part of the Services to which such partial payment relates nor shall it relieve Firm of any of its obligations hereunder with respect thereto.

6.3 Firm shall promptly pay all bills for services performed and furnished by others in connection with the performance of the Services.

6.4 Firm shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, income and expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services on this contract. In addition, Firm shall maintain detailed payroll record including all subsistence, travel and field expenses, canceled checks and receipts and invoices for all items. These documents and records shall be retained for at least four years from the completion of this contract. Firm will permit District to audit all books,

accounts or record relating to this contract or all books, accounts or record of any business entities controlled by Firm that participated in this contract in any way. Any audit may be conducted on Firm's premises or, at District's option; another location. Firm shall provide all books and records within fifteen (15) days upon receipt of written notice from District. Firm shall refund any monies erroneously paid to the Firm or charged to the District. If District ascertains that it has been billed erroneously by Firm for an amount equaling 5% or more of the contract amount, Firm shall be liable for the costs of the audit in addition to any other penalty to be imposed.

6.5 District shall have the right to verify the details set forth in Firm's billings, certificates, and statements, either before or after payment therefor, by (1) inspecting the books and records of Firm at mutually convenient times; (2) examining any reports with respect to this Project; (3) interviewing Firm's business employees; (4) visiting any place where performance of all or a portion of the Project occurs; and (5) other reasonable action.

6.6 In the event a federal grant or other federal financing participates in the funding of this Project, the Firm shall permit access to and grant any federal representatives the right to examine his books covering his services under this Agreement. The Firm shall comply with federal requirements as they relate to all services assigned and performed.

6.7 For purposes of Texas Government Code §§ 2251.021(a)(1) and 2251.021(a)(2), the date the performance of service is completed, is the date when the District's representative approves the invoice.

7 Ownership and Use of Documents.

7.1 All documents and materials particular to the Services prepared by Firm or Firm's subcontractors ("Services Material"), are the property of the District and for its exclusive use and re-use at any time without further compensation and without any restrictions.

7.2 Except for such Services Material which is intended to be made public as part of the Project, Firm shall treat all such Services Material as confidential, and Firm shall neither use any such Services Material or copies thereof on other services nor disclose such material or information to any other party without District's prior written approval.

8 Default and Termination.

8.1 In the event of substantial failure by a party hereunder to perform in accordance with the terms herein, the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of the terminating party. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen day period.

8.2 District may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to the Firm. Upon termination pursuant to this paragraph, the Firm shall be entitled to payment of such amount as shall compensate Firm for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided the Firm shall have delivered to District such statements, accounts, reports and other materials as required by clause (d) below, and provided that Firm shall have delivered to District all reports, documents and other materials prepared by Firm prior to termination. District shall not be required to reimburse Firm for any services performed or expenses incurred after the date of the termination notice.

8.3 As of the date of termination of this Agreement, Firm shall furnish to District all statements, accounts, reports, and other materials as are required hereunder or as have been prepared by Firm in connection with its responsibilities hereunder. District shall have the right to use the ideas and layouts therein contained for the completion of the services hereunder or otherwise. In the event of

termination of this Agreement or upon completion of the services hereunder, the District may, at all times, retain the originals of all such materials. All such materials are the property of the District. They are not to be used by any person other than the District on other projects unless expressly authorized by the District.

8.4 If Firm fails to cure any default hereunder within fifteen (15) days after receiving written notice of such default, District shall be entitled, but shall not be obligated, to cure any such default and shall have the right to offset against all amounts due to Firm hereunder, any and all reasonable expenses incurred in connection with such curative actions.

9 Indemnification.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FIRM SHALL AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, FIRMS, VOLUNTEERS, EMPLOYEES, SUCCESSORS AND ASSIGNEES, THE FIRMS, FIRMS, AND THE PROGRAM MANAGERS (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE FIRM, ANY SUBCONTRACTOR, SUB-FIRM, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER (COLLECTIVELY, "THE LIABILITIES"). IN THE EVENT OR FAILURE BY THE FIRM TO FULLY PERFORM IN ACCORDANCE WITH THIS INDEMNIFICATION PARAGRAPH, EACH OF THE INDEMNIFIED PARTIES MAY, AT ITS OPTION, AND WITHOUT RELIEVING FIRM OF ITS OBLIGATIONS HEREUNDER, MAY SO PERFORM, BUT ALL COSTS AND EXPENSES SO INCURRED BY ANY OF THE INDEMNIFIED PARTIES IN THAT EVENT SHALL BE REIMBURSED BY FIRM TO THE INDEMNIFIED PARTIES, AND ANY COST AND EXPENSES SO INCURRED BY INDEMNIFIED PARTIES, OR ANY OF THEM SHALL BEAR INTEREST UNTIL REIMBURSED BY FIRM, AT THE RATE OF INTEREST PROVIDED TO BE PAID BY THE JUDGMENT UNDER THE LAWS OF THE STATE OF TEXAS. THIS INDEMNIFICATION PARAGRAPH SHALL NOT BE LIMITED TO DAMAGES COMPENSATION OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, SERVICESER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

FIRM SHALL PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED HEREUNDER OR THE USE BY FIRM, OR BY DISTRICT AT THE DIRECTION OF FIRM, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT SHALL PROMPTLY NOTIFY FIRM AND FIRM SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. FIRM DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S OR FIRM'S OR FIRM'S ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH FIRM AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of these indemnification obligations, such legal limitations are

made part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and so modified, the indemnification obligations shall continue in full force and effect.

It is understood and agreed that this Article is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. Sec 130.001 to 130.005, as amended.

The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

10 **Independent Contractor.**

Firm recognizes that it is engaged as an independent contractor and acknowledges that District will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Firm, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of District, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of District, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Firm hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

11 **Insurance.**

11.1 The Firm shall purchase and maintain, in a company or companies licensed to do business in the State of Texas, such insurance as will protect the Firm and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The firm 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 Firm shall, during the performance of this Agreement, keep in force the following insurance:

11.1.1. Professional Liability , \$1, 000,000 each occurrence, \$2,000,000 aggregate

11.1.2. Errors & Omissions

11.2 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.

11.3 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. Firm shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

11.4 The Certificate of Insurance must be presented prior to start of service. The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

12. **Miscellaneous.**

12.1 Assignment. This Agreement is a personal service contract for the services of Firm, and Firm's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by District. The Firm shall not subcontract any portion of the services required by this Contract

without prior written approval of the District except for any subcontract services identified herein.

12.2 Compliance with Applicable Laws and District Policies. The firm shall comply with any and all federal, state and local laws, and District policies affecting the services covered by this contract. Such laws may include, but are not limited to the following: a) Family Educational Rights and Privacy Act (FERPA); b) Protection of Pupil Rights amendment (PPRA); and/or Health Insurance Portability and Accountability Act of 1996 (HIPPA). District policies may be obtained at http://www.garlandisd.net/about/board_of_trustees/index.asp under Board of Trustees/District Policies.

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

In the event that the District receives a request for disclosure of material marked “confidential” or “proprietary”, the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. 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.

12.4 Suspension of the Services for the Convenience of the District.

District may, without cause, order the Firm in writing to suspend, delay or interrupt the Services in whole or in part for such time period as District may determine. Firm shall be compensated for all services actually performed prior to receipt of written notice from District of such suspension, delay or interruption, together with any reimbursable expenses then due. If the Services is resumed after being suspended, delayed or interrupted for more than three months, the Firm’s compensation may be equitably adjusted if, in the District’s reasonable opinion, such adjustment is warranted. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Firm is responsible.

12.5 Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: “Under Section 231.006, *Texas Family Code*, the firm or applicant certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

12.6 Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. District shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Firm as result of such termination, including early termination charges. If District terminates this Contract pursuant to this paragraph, Firm will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

12.7 Entire Agreement. This Agreement, the Terms and Conditions of Garland ISD RFQ#360-01-20, and the supplier response to Garland ISD RFQ# 360-01-20 constitute the entire agreement between the

parties. In the event of a conflict between the documents, the documents and provisions shall prevail in the following order:

- (a) This Agreement
- (b) Terms and Conditions of Garland ISD RFQ# 360-01-20
- (c) Supplier response to Garland ISD RFQ# 360-01-20

12.8 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

12.9 Proprietary Interests. With the exception of prior copyrighted or trademarked materials of the Firm, Firm agrees that all reports, studies, plans, models, layouts, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by District, shall remain the property of District and shall not be used or published by Firm or any other party without the express prior consent of District. In implementation of the foregoing, Firm hereby grants and assigns to District all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models, layouts, specifications, and other information or data and shall cooperate fully with District in any steps District may take to obtain copyrights, trademark or like protections with respect thereto. All information owned, possessed or used by District which is communicated to, learned, developed or otherwise acquired by Firm in the performance of consulting services for District, which is not generally known to the public, shall be confidential and Firm shall not, beginning on the date of first association or communication between District and Firm and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Firm's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Services, Firm shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Firm as an independent firm of District in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of District. Firm shall obtain assurances similar to those contained in this Subparagraph from persons, firms, and subcontractors retained by Firm. Firm acknowledges and agrees that a breach by Firm of the provisions hereof will cause District irreparable injury and damage. Firm, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

12.11 Appointment of District Representative. District hereby expressly reserves the right from time to time to designate by notice to Firm a representative to act partially or wholly for District in connection with the performance of District's obligations hereunder. Firm shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

12.12 Records. Records of Firm's costs, reimbursable expenses pertaining to the Services and payments shall be made available to District or its authorized representative during business hours and shall be retained for three years after final Payment of the Contract, unless District otherwise instructs Firm in writing.

12.13 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

- i. If to District: **Bridgette Broadnax, Director of School Facilities**
Garland Independent School District
701 N First Street
Garland, Texas 75040
- ii. With Copies to: **Mark Booker, Director of Purchasing**
Garland Independent School District
501 S. Jupiter Rd
Garland, Texas 75042
- iii. If to Firm: **[Name of Firm]**
[Firm Company Name]
[Street Address]
[City, State Zip]
- iv. or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

12.14 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

12.15 Enforcement. It is acknowledged and agreed that Firm's services to District are unique, which gives Firm a peculiar value to District and for the loss of which District cannot be reasonably or adequately compensated in damages; accordingly, Firm acknowledges and agrees that a breach by Firm of the provisions hereof will cause District irreparable damage. Firm, therefore, expressly agrees that District shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if District is not in breach of this Agreement.

12.16 Nondiscriminatory Employment. In connection with the execution of this Contract, the Firm shall fully comply with the District's non-discrimination requirement cited below.

“The Garland independent school district (District), as an equal opportunity educational provider and employer, does not discriminate on the basis of race, color, religion, sex, national origin, disability, sexual orientation and/or age in educational programs or activities that it operates or in employment decisions. The District is required by Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and the Age Discrimination Act of 1975, as amended, as well as Board policy not to discriminate in such a manner. (Not all prohibited bases apply to all programs.)”

Submittal to District of reasonable evidence of discrimination will be grounds for Termination of the Agreement. This policy does not require the employment of unqualified persons.

12.17 Conflict of Interest. No employee of District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

12.18 Business Ethics:

12.18.1 During the course of pursuing contracts, and the course of Contract performance, Firm and its subcontractors and firms will maintain business ethics standard aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts, entertainment, payments, loans

or other considerations beyond that which would be collectively categorized as incidental shall be made to any personnel of the District, its trustees, officers, agents, or Firms of the District, or to any of their family members. At any time Firm believes there may have been a violation of this obligation, Firm shall notify the District of the possible violation. The District is entitled to request a representation letter from Firm, its subcontractors or firms at any time to disclose all things of value passing from Firm, its subcontractors or firms to District's personnel, its trustees, officers, agents, or Firms.

12.18.2 The District may, by written notice to the Firm, cancel the Agreement without liability to the Firm if it is deemed by the District that gratuities, in the form of entertainment, gifts, or anything of monetary value, were offered or given by the Firm, or any agent, or representative of the Firm, to any officer or employee or agent of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determinations with respect to the performing of such a contract. In the event the Agreement is cancelled by the District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Firm in providing such gratuities.

12.19 Subcontractor Contracts. The Firm shall contract with each of its subcontractors, at a minimum, with the same contractual provisions and responsibilities as indicated in this Agreement.

13. **Amendments.**

Amendments: The description of Services to be performed, Budget (if applicable), Schedule, Contract Sum, and other details shall be provided in the issuance of a purchase order. Modifications to terms shall be in the form of a completed Amendment, which, upon execution by the District and the Firm, shall modify the Agreement.

14. **Sales Tax Exemption.**

14.1 The Firm shall be held to have studied all tax laws for the State of Texas, the County of Dallas, Texas, and the City of Garland or other municipality having jurisdiction, and shall pay all taxes for which the Firm may be held liable as a consumer or user of goods, or otherwise without addition to the contract price. The Firm shall pay all sales, consumer, use and other similar taxes required by law.

14.1.1 The Garland independent school district is an exempt organization as defined by the Limited Sales and Excise Use Tax Act of Texas. The Firm may provide an exemption certificate in lieu of sales tax on the purchase, rental, or lease of all materials, supplies, equipment used or consumed and other tangible personal property incorporated into the property being improved by virtue of this Agreement, as well as all materials, supplies, equipment, another tangible personal property used or consumed by the Firm in performing this Agreement with the Garland independent school district. The Firm may issue exemption certificate(s) to its suppliers in lieu of said sales tax for all of said materials and supplies. The uses of said materials and supplies for which an exemption from the said sales tax is claimed and any exemption certificate(s) shall comply with the applicable rulings of the State Comptroller.

14.1.2 Title to all items purchased under a resale certificate shall vest in the Garland independent school district at the time of initial possession by the Firm and shall only be used in performance of this Agreement. Firm shall cause such items to promptly be marked, labeled, or otherwise physically labeled as District's property. Firm shall cause items purchased under a resale certificate to send the receiving ticket to the District to be added to inventory before use by the Firm. Any tangible personal property purchased under a resale certificate as described above and not fully used up in the performance of the Agreement shall remain with the District.

15 **Criminal Background Check.**

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:

15.1 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:

15.1.1 Firm will receive award letter or signed contract from the District. Subcontractors will obtain an award letter or contract from the firm, before contacting DPS.

15.1.2 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.

15.1.3 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.

15.1.4 After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at Egracia@garlandisd.net and provide the following: RFQ 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.

15.1.5 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.

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

16 **Claims And Disputes.**

16.1. Pre-Litigation Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall share the mediator’s fee and any filing fees equally, and the mediation shall be held in Dallas, Texas. Agreements reached in mediation must be approved by the Board of Trustees and shall thereafter be enforceable as settlement agreements in any court having jurisdiction thereof. Mediation shall be conducted by a mediator selected jointly by the Owner and Firm. Except for injunctive relief, neither party may commence litigation relating to any Claim arising under this agreement without first submitting the Claim to Mediation.

16.2 Claims for Consequential Damages. The Firm and Owner waive Claims against each other for Consequential damages arising out of or relating to this Contract. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination in accordance with Article 8. Nothing contained in this Subparagraph 18

shall be deemed to preclude an assessment of liquidated damages, in accordance with the requirements of the Contract Documents.

- 16.3. Texas Tort Claims Act. Owner does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute and nothing contained in the Contract Documents or any action required of the Owner by the Contract Documents shall be interpreted to be such a waiver.

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

Neither the execution of this Contract by the District nor any other conduct of any representative of the District relating to the Contract shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the parties hereunto have executed the Contract on the date first written.

Firm:

District:

Garland Independent School District
501 S. Jupiter Rd
Garland, Texas 75042

FOR THE FIRM

FOR THE DISTRICT

By:

By:

(PRINT NAME OF PERSON SIGNING FOR FIRM)

Signature:

Signature:

(FIRM REPRESENTATIVE SIGNATURE)

(DISTRICT REPRESENTATIVE SIGNATURE)

Title:

Title:

(TITLE OF FIRM'S REPRESENTATIVE)

END OF FORM OF AGREEMENT