



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

REQUEST FOR PROPOSAL
DOCUMENT HUMAN RESOURCES CONSULTANT
432-22

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON February 8, 2022. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide Document Management Consultant Services to the Garland Independent School District (GISD) from March 22, 2022 (or date of award) through March 22, 2022 with renewal options through March 22, 2024.

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY

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

 Company Name

 Address

 City State Zip

 Authorized Representative Name Title

 Signature

 Printed Name Email Address

 Telephone # Fax #

Mark A. Booker

Mark A. Booker
 Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Maria Cobar, Buyer at mjcobar@garlandisd.net

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

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to mjcobar@garlandisd.net no later than January 21, 2022 at 4:00 p.m.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by January 26, 2022 at 4:00 p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) and all electronic notifications for addendums prior to submitting responses.

PROCESS OVERVIEW: This section outlines the steps in the procurement process.

• 1 st Advertisement	• January 14, 2022
• 2 nd Advertisement	• January 20, 2022
• Deadline for Questions	• January 21, 2022 4:00 p.m.
• Addendum Issue Date	• January 26, 2022 4:00 p.m.
• Request for Proposal Due Date	• February 8, 2022 10:30 a.m.
• District Evaluation Period (Includes interviewing Selected Candidates, If necessary)	• February 9 – 14, 2022 • Interviews – January 17, 2022
• Board Approval	• March 22, 2022

1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND THREE (2) COPIES OF PROPOSAL RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.

1.1.5. DELIVERY OF PROPOSAL

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

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

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

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

Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is not considered as delivery to the Purchasing Department.

1.1.6. SIGNED ORIGINAL

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

1.1.7. LATE SUBMISSIONS

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

1.1.8. OTHER FORMS OF SUBMISSION

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

1.1.9. AUTHORIZED SIGNATURE

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

1.1.10. NUMBER OF PAGES

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

1.1.11. FORMAT FOR PRICING

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

1.1.12. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the

proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.13. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request for Proposal marked "NO PROPOSAL". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.14. PROPOSAL TABULATIONS

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-tabulations>. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.15. DEVIATIONS

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

1.1.16. PUBLIC INFORMATION

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

1.1.17. COPYRIGHT PROTECTION

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

1.1.18. POST-SUBMISSION CHANGES

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

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

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

1.2.2. PRINCIPAL PLACE OF BUSINESS

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

1.2.3. MULTIPLE AWARDS

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

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

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

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

8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**
10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
www.window.state.tx.us/procurement/prog/vendor_performance

1.2.5. BOARD OF TRUSTEE APPROVAL

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

1.2.6. FELONY CONVICTIONS

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

1.2.7. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

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

2.1.1. ANTI-COLLUSION AND FRAUD

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

2.1.2. COPYRIGHT AND PATENT LAWS

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

2.1.3. 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.

2.1.4. PUBLIC INFORMATION

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

2.1.5. 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.

2.1.6. Boycott Israel

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

3. TERMS AND CONDITIONS

3.1. PURCHASE ORDERS AND CONFIRMATION

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

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

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the sample contract document in Section 6.0 Form of Contract.**

3.2. 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.

3.3. PAYMENTS VIA ACH

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

3.3.1. Invoice is received at the address indicated on the purchase order

3.3.2. Pricing on the invoice matches the price on the purchase order

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

3.3.4. Quantities on the invoice do not exceed those specified on the Purchase Order

3.3.5. Unique invoice number used for each billing

3.3.6. Merchandise has been received.

3.3.7. 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.

3.4. CHANGING QUANTITIES

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

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

3.5. NO SMOKING POLICY

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

3.6. CHOICE OF LAW/VENUE

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

3.7. INVALID PROVISIONS

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

3.8. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is September 1 through August 31. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

3.9. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.10. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be

delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.11. 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.

3.12. AGREEMENT BETWEEN PARTIES

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

3.13. 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.

3.14. 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.

3.15. 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.

3.16. 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.

3.17. 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.

iSupplier is 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>.

3.18. 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.

3.19. 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.

END OF SECTION

Scope of Engagement

1.1 INTRODUCTION /BACKGROUND

- 1.1.1 The Garland Independent School District is soliciting proposals from qualified consulting firms to provide Human resources Consulting Services and wishes to do so at the best value to the taxpayers.
- 1.1.2 Garland ISD has an enrollment of over 57,000 students. It is the second largest district in Dallas County and is considered one of the largest districts in the state of Texas. The district has 2 pre-kindergarten schools, 45 elementary schools, 13 middle schools and 7 high schools. Garland ISD also employs approximately 7,300 employees, which covers teachers and administrators at all of the schools and approximately 42 various Departments operating locations in three cities, Garland, Rowlett, and Sachse.
- 1.1.3 The Human Resources Department is led by an Assistant Superintendent of Human Resources (Assistant Superintendent) who reports to the Chief Leadership Officer. The Assistant Superintendent serves on the Superintendent's cabinet. The Assistant Superintendent is responsible for the planning and implementation of human resource programs including professional and auxiliary staffing, wage and salary administration, leave administration, performance appraisals, and employee relations. Additionally, the Assistant Superintendent is responsible for the implementation of legally sound and effective human resource management programs, policies, and practices. Other duties include:
- Developing personnel training programs for the District
 - Directing the planning, coordination, and evaluation of the Human Resources Department, including establishing department goals and objectives
 - Working with principals and administrators to forecast staffing needs and develop staffing plans
 - Developing recruitment and retention strategies and a selection process for all employees
 - Directing the administration of the District's compensation program
 - Directing the investigation, analysis, and decision-making process regarding personnel problems or other related policy issues.
 - Overseeing personnel records management and ensuring compliance with the state records management program.
- 1.1.4. Twenty-eight positions report under the Assistant Superintendent. Exhibit "A" presents the GISD Human Resources Department organizational chart for 2021-22.
- The Director of Secondary Human Resources oversees three positions – an Elementary Recruitment Coordinator, a Secondary Recruitment Coordinator, and a shared Secretary – and is responsible for the identification and selection of all Secondary personnel. Additionally, the role is responsible for staffing forecasting, handbook administration, and facilitating the grievance process for secondary school employees.
 - The Director of Elementary Human Resources oversees three positions – a Certification Manager, a Certification Specialist, and a shared Secretary – and is responsible for the identification and selection of all Elementary personnel. Additionally, the position is

- responsible for staffing forecasting, handbook administration, and facilitating the grievance process for elementary school employees.
- The Director of Paraprofessional and Auxiliary HR oversees 11 positions – five HR Specialists, three Leave Specialists, two Substitute Specialists, and a Secretary – and is responsible for the identification and selection of all Paraprofessional and Auxiliary personnel. Additionally, the role is responsible for staffing forecasting, handbook administration, and facilitating the grievance process for paraprofessional and auxiliary employees.
- The HR Administrator implements the District’s compensation program, and is responsible for administering the contract and stipend process, work authorization, and I-9 compliance. A Compensation Specialist role – currently vacant – reports directly to the HR Administrator.
- The HR Manager of Investigations oversees two positions – the HR Investigator and the Background and Fingerprint Specialist – and manages investigations pertaining to employees, monitors the Ethics and Complaints Hotline, and ensures compliance in regards to employee background checks and fingerprinting.
- The Administrator Selection Specialist organizes and manages the screening process for district-assigned administrative staff.

Neither Benefits nor Professional Learning fall under the Human Resources Department at GISD. Benefits is led by the Director of Payroll and Benefits who reports to the Executive Director of Finance, a direct report to the Chief Financial Officer. Professional Learning, referred to at GISD as Teaching and Learning Development, falls under the Chief Academic Officer and is overseen by the Assistant Superintendent of Curriculum and Instruction.

The GISD Human Resources Department uses a variety of technology tools to perform its major transactional and reporting processes. These tools include the following information systems:

- Frontline Recruiting and Hiring – for job posting and applicant tracking.
- Frontline Absence Management – formerly known as AESOP, to manage employee absences and substitute assignments.
- Oracle E-Business Suite (EBS) 12.2.10 – for workflows within the job requisition and personnel action request (PAR) processes.
- Laserfiche – for records management.
- Kronos – for time and attendance, absence management, and leave scheduling.
- Strive (by Eduphoria) – for employee appraisals.
- Texas Education Agency (TEAL) – for access to Educator Certification for Entities (ECOS), Misconduct Reporting Portal, and Registry of Persons Not Eligible for Employment.
- Texas Department of Public Safety – for criminal history checks and to subscribe to employees.
- Canvas – for remote onboarding via interactive videos.

1.2 DEFINITION OF TERMS

- 1.2.1 Throughout this RFP the following definitions should be understood.
- 1.2.2 “The District” is defined throughout this document as The Garland Independent School District.
- 1.2.3 “RFP” is a Request For Proposal, a document presented by the Garland Independent School District, to contractor for the purpose of securing an agreement to provide services.
- 1.2.4. The terms “consultant”, “contractor,” “supplier” or “firm” is defined as the person(s) or organization(s) which are submitting submittals in response to this RFP or to the person(s) or organizations(s) who have been awarded the contract to execute their submittals.
- 1.2.4 The term “Independent Contractor or Subcontractor” is defined as any person meeting the IRS guidelines for an Independent Contractor.

For purposes of this project, the person or consultant must also be independent of any firm that provides Human Resources Consultant and that could possibly respond to a bid by Garland ISD for such a system.

1.3 GARLAND INDEPENDENT SCHOOL DISTRICT ORGANIZATION/RESPONSIBILITIES

- 1.3.1 Reporting Structure – The successful firm shall report to the Human Resources Department.
- 1.3.2. The RFP Evaluation Team-A joint District/consultant team assigned by the Project Sponsor to provide day to day and overall project management functions. Duties of the RFP Evaluation Team are:
 - 1.3.2.1 Evaluate RFP statements for the purpose of selecting the consultant who best meets the selection criteria and provide a written recommendation to the Superintendent’s Management Team.
 - 1.3.2.2 Work with the consultant to gather and develop the business and technical needs and analysis of requirements for the District’s service delivery departments.

SCOPE OF WORK

2.1 REQUIREMENTS OVERVIEW

- 2.1.1** The successful firm will be required to provide services listed in this section and may elect to procure other related services:
- 2.1.1.1** Suggest improvement to the organizational structure for the Human Resources Department.
 - 2.1.1.2** Develop Key Performance Indicators for the Human Resources Department.
 - 2.1.1.3** Suggest revision to existing Human Resources management-level Human Resources job descriptions to include requirements for HR experience and certification.
 - 2.1.1.4** Suggest Revisions on all Human Resources job descriptions and implement a regular review process.
 - 2.1.1.5** Provide standard templates to develop regularly updated status reports for Department improvement initiatives.
 - 2.1.1.6** Strengthen controls over personnel files to ensure completeness and compliance.
 - 2.1.1.7** Create a recruitment plan that articulates the District's measurable objectives and overall strategy for achieving them.
 - 2.1.1.8** Streamline the Job Requisition (Job Req) and Position Action Recommendation (PAR) workflows to support an efficient staffing process at GISD.
 - 2.1.1.9** Expedite the staffing process through increased utilization of technology.
 - 2.1.1.10** Create staffing formulas for all campus-based and departmental positions.
 - 2.1.1.11** Address salary compression through refinement of District-developed pay rules and guidelines.
 - 2.1.1.12** Recommend plan for adjustment of compensation rates to fall within Board-approved ranges.
 - 2.1.1.13** Implement an annual reconciliation process for all District stipends.
 - 2.1.1.14** Create a Standard Operating Procedure for the employee grievance process.
 - 2.1.1.15** Upgrade the District's investigation protocols to reflect industry standards and best practice.

2.1 DETAILED REQUIREMENTS TO MODIFY THE ORGANIZATION STRUCTURE FOR THE HUMAN RESOURCES DEPARTMENT

2.1.1.1. The Human Resources Consultant will be recommend modifications for the organizational structure and realignment of responsibilities for the Human Resources Department.

2.1.1.2. Restructuring of the HR Department’s organizational chart to align efficiently and functionally will benefit GISD in multiple ways.

See exhibit A – Human Resources Organizational Chart

2.1.1.3. Realignment of Responsibilities:

- Talent acquisition – responsible for posting position vacancies, recruiting and conducting initial screening of job applicants, onboarding and processing of new employees, processing transfers or reassignments, resignations, and terminations. The substitute program would also be aligned under this function.
- Staffing – responsible for building out positions in Oracle, performing background and certification checks, and verifying and performing fingerprinting. The Employee Records function would also be included in Staffing. This would entail creating personnel files for employees, verifying the information included in I-9s and social security cards, safely storing files, performing PIAs, destroying files, and generating and verifying information to be submitted through the Public Education Information Management System (PEIMS).
- Employee relations – responsible for the management of employee grievances and complaints, employee investigations, implementation of the employee performance evaluation process, employee recognition programs, and employee discipline. The function would also be responsible for the development of the employee handbook.
- Compensation – responsible for determining employee salaries and maintaining salary schedules, monitoring and tracking leave, and classifications.
- Compliance – responsible for completing and submitting required information for grant-funded employees, performing audits and research, and monitoring compliance with Federal, State, and Local regulations.
- HRIS – responsible for the maintenance of all information systems used by the HR Department. Additionally, responsible for implementing process improvements, ensuring data quality, and data analysis and reporting.

2.2 DETAILED REQUIREMENTS TO DEVELOP KEY PERFORMANCE INDICATORS FOR THE HUMAN RESOURCES DEPARTMENT

2.2.1 The Human Resources Consultant will be responsible to develop Key Performance Indicators (KPIs).

2.2.1.1. Define the KPIs--tangible and intangible, including the benefit of calculating it.

2.2.1.2. Define data elements needed to calculate the measures. The exact definition of each data element should be identified, along with the source of data and the timing of when they are collected. Many Texas districts collect operational and administrative statistics at the same time as the Fall PEIMS submission, so aggregate amounts can be reconciled to the official state record.

2.2.1.3. Collect and validate data – data collection should be centralized to support a single, standardized process. Since most data, other than financial, are not subject to an annual audit, the District must take steps to validate the data. This would include test audits and reasonableness testing.

2.2.1.4. Calculate measures – the calculations supporting each measure can be stored using database or spreadsheet software. Some financial and human resource systems support the entry of operational data and the calculation of measures; however, most are done using one of the two former methods.

2.2.1.5. Conduct reasonableness test – the results of calculated measures should be evaluated for reasonableness. If the results of a measure look too good or too bad to be true, there is likely a data issue.

2.2.1.6. Conduct variance analysis – once the data are validated and reliable measures are produced, these measures can be analyzed over time and compared to standards or benchmarks. Caution should be taken to “explain away” unfavorable trends or variances. Additional data collection and analysis may be needed to fully understand a performance variance.

2.2.1.7. Report results – results should be reported annually in a format that is easily understood by the general public. Tools that create visualizations of data can also be used to support viewing and navigation of measures online.

2.2.1.8. Goal development – use the performance measures to develop targets for improvement in future years.

2.3. DETAILS REQUIREMENTS TO MODIFY MANAGEMENT-LEVEL HUMAN RESOURCES JOB DESCRIPTIONS TO INCLUDE REQUIREMENTS FOR HR EXPERIENCE AND CERTIFICATION

2.3.1. Updating management-level (i.e., Assistant Superintendent, Directors, Managers) job descriptions to require HR experience and certification will allow the District to more accurately target candidates for these roles. Table 11 details the Society for Human Resource Management’s recommendations for required experience and certification for HR managers. GISD should update the relevant job descriptions to reflect these requirements.

2.4. DETAILS REQUIREMENTS TO UPDATE ALL HUMAN RESOURCES JOB DESCRIPTIONS AND IMPLEMENT A REGULAR REVIEW PROCESS

2.4.1. The Human Resources Consultant should update all of the Department’s job descriptions and implement a process by which each is regularly reviewed and revised. This process should be applied to all positions district-wide. The Human Resources Department should begin the process by updating:

- Job Titles
- Reporting Relationships
- Major Responsibilities
- Review and Revision Dates

2.5. DETAILS REQUIREMENT TO DEVELOP REGULARLY UPDATED STATUS REPORTS FOR DEPARTMENT IMPROVEMENT INITIATIVES

2.5.1. The Human Resources Consultant should develop a template status report for all department-wide initiatives.

2.5.2. The Human Resources Consultant should construct the system by which the status update will be constructed and disseminated. This will involve the selection of a project manager, collection of data from various employees working on the initiative, the consolidation of that data into a cohesive status update, and the means through which it is shared to the Department and District leadership (i.e., email, meeting, etc.)

2.6. DETAILS REQUIREMENT TO DEVELOP STRENGTHEN CONTROLS OVER PERSONNEL FILES TO ENSURE COMPLETENESS AND COMPLIANCE

2.6.1. The Human Resources Consultant will be responsible to develop a checklist that must contain the information listed below:

- I-9 documents should be scanned into Laserfiche
- Add to the respective digital personnel files
- Hardcopy of the I-9s should be shredded

2.7. DETAILS REQUIREMENT TO DEVELOP A RECRUITMENT PLAN THAT ARTICULATES THE DISTRICT'S MEASURABLE OBJECTIVES AND OVERALL STRATEGY

2.7.1. The Human Resources Consultant will be responsible to create a recruitment plan that clearly articulates the District's vision, goals and strategy related to recruitment.

2.8. DETAILS REQUIREMENTS TO STREAMLINE THE JOB REQ AND PAR WORKFLOWS TO SUPPORT AN EFFICIENT STAFFING PROCESS AT GISD

2.8.1. The Human Resources Consultant should update the Job Req and PAR workflows to optimize efficiency in its staffing process. Utilizing the information listed below:

- Identify opportunities for improvement in Oracle through system reconfiguration
- Reduce manual processes
- Eliminate the use of PDFs and manually-maintained spreadsheets
- Remove email as a means of transferring information through the staffing process

2.9. DETAILS REQUIREMENTS TO EXPEDITE THE STAFFING PROCESS THROUGH INCREASED UTILIZATION OF EXISTING TECHNOLOGY

2.9.1 The Human Resources Consultant will implement a plan to utilize technology. A tracking system needs to be created to assure the effectiveness of the staffing process. Job posting date – date a job is posted for hire

2.10. DETAILS REQUIREMENTS TO CREATE STAFFING FORMULAS FOR ALL CAMPUS & DEPARTMENT-BASED POSITIONS

2.10.1 The Human Resources Consultant will be responsible to create staffing formulas for all teaching and non-teaching positions at GISD elementary, middle, and high schools. A quantitative approach to staffing campuses will promote efficiency and allow the District to more effectively respond to school leaders' needs.

2.10.2. Update existing formulas to more accurately reflect student and district needs.

2.10.3. Integrate the HR Department and Budget Department's allocation processes. Currently the HR Department sends its recommended allocations to Position Control after the Budget Department starts its own allocation process and the two sets of allocations must be reconciled. Aligning the two departments' calendars around this process will mitigate duplicate efforts.

2.11. DETAILS REQUIREMENTS TO ADDRESS SALARY COMPRESSION THROUGH REFINEMENT OF DISTRICT-DEVELOPED PAY RULES AND GUIDELINES

2.11.1. The Human Resources Consultant will complete an analysis of salary compression for all positions, and develop a plan to address it. This plan should include the following implementation strategies:

- Determine the full extent of salary compression. This can be done by replicating the above analyses for all positions.
- Estimate the cost to GISD to address salary compression, establish priorities, and develop a plan to address it over the next three years.
- Eliminate subjective language in the pay guidelines.
- Implement controls to ensure compliance with pay guidelines.
- Align pay grades with the market to minimize the risk of future salary compression.
- Conduct annual follow-up analyses to ensure that progress is being made in addressing salary compression.

2.12. DETAILS REQUIREMENTS TO ADJUST COMPENSATION RATES TO FALL WITHIN BOARD-APPROVED RANGES

2.12.1. Utilizing GISD Board Policies DEA (Legal and Local) and DEAB (Legal and Local), the Human Resources Consultant should develop a plan to ensure that all pay levels fall within Board-approved ranges.

2.13. DETAIL REQUIREMENTS TO IMPLEMENT AN ANNUAL RECONCILIATION PROCESS FOR ALL DISTRICT STIPENDS

2.13.1 The Human Resources Consultant will develop an annual stipend acknowledgment process for all employees receiving stipends.

2.14. DETAIL REQUIREMENTS TO CREATE A STANDARD OPERATING PROCEDURE FOR THE EMPLOYEE GRIEVANCE PROCESS

2.14.1. The Human Resources Consultant will create a Standard Operating Procedure process that will ensure the alignment on administrators' roles and responsibilities, promote efficiency, and improve the data integrity of the process. The Standard Operating Procedure should include the following questions:

- Where do employees access the grievance form? How do they submit it? Is this step in the process widely publicized and consistent across documents?
- Who is responsible for grievance form intake? What is the process for collecting and consolidating email and hardcopy forms?
- How is employee privacy protected throughout the process?
- Which positions need to be involved at Level 1? Level 2?
- How does the process support lower-level administrators in resolving complaints prior to their becoming formal grievances?
- Applying the RACI responsibility matrix – which positions are “Responsible”? “Accountable”? “Consulted”? “Informed”?
- Do job descriptions accurately reflect administrator responsibilities related to employee grievances?

2.15. DETAIL REQUIREMENT TO UPGRADE THE DISTRICT'S INVESTIGATE PROTOCOLS TO REFLECT INDUSTRY STANDARDS AND BEST PRACTICE

2.15.1. The Human Resources Consultant will develop investigative protocols that should include the following four principles:

- Prompt – The execution of and the communication around the investigation must be done in a timely manner.
- Unbiased – Investigators must conduct their investigations in a way that removes as much bias as possible. Employees must believe all investigations will be conducted in an unbiased manner.
- Confidential – The details of workplace investigations are highly sensitive and need to be guarded closely to ensure the privacy of all parties. Only those with a need to be involved in the investigation should be.
- No Retaliation – The investigation process must include measures to ensure that employees who file a complaint will not face retaliation for doing so.

<https://www.edweek.org/leadership/how-school-districts-can-get-better-at-virtual-recruiting/2022/01>

PROPOSAL FORMAT

3.1.1 For consistency and to facilitate evaluation of all responses, consultants must organize their submittals as defined below. To be considered, the proposal must respond to all requirements of the RFP. Any deviation to the proposed format will be used as an evaluation factor and submittals which make major deviations may be disqualified from consideration.

3.1.2 Transmittal Letter: The letter should contain a brief statement of the proposer's understanding of the work to be done. The letter should also identify any requirements that the proposer has not addressed in the proposal and the justification.

The letter should indicate the name, title, address, e-mail address, fax number and telephone number of the proposer's primary contact for the project and be signed by an individual authorized to commit the company to a project of this scope.

3.1.3 A table of contents for the proposal should immediately follow the transmittal letter. The table of contents should identify the pages in the proposal by major proposal section and subsections contained therein.

EXECUTIVE OVERVIEW (Tab 1)

3.2.1 The executive overview should provide a concise summarization of the services being offered to meet the District's needs, the proposer's approach to providing the services, a summary of the implementation time frame for the services and why it is the approach the District should decide to follow.

3.2.2 Approach to Performing Scope of Work. The proposer should present how they would perform the work defined in sections 2.1 through 2.15. Provide an overview of the advantages of the recommended approach.

3.2.3. Identify all independent contractors or subcontractors proposed to work on this engagement.

RESPONSE TO SPECIFICATIONS (Tab 2)

3.3.1 An electronic copy of the RFP will be made available to prospective firms by the District. The District requests that the firm use the electronic copy as a format for responses. The purpose of this approach for responses is to provide the District with a standard response format. An electronic copy of the RFP may be obtained at

<http://www.garlandisd.net/departments/purchasing/currentbids.asp>.

3.3.2 The proposal should contain the proposer's response to each item and specific task described in Section 2, SCOPE OF WORK, of the RFP.

3.3.3 The proposer is asked to insert their responses following each item contained in the electronic copy of this RFP.

3.3.4 The proposer should provide a detailed project plan for the tasks that will be performed to complete the scope of work as defined in Section 2 of the RFP. The plan should identify phase start and end dates, and timeframes for each task. Identify any assumptions made in determining project or task timeframes.

3.3.5 Proposed Project Team

3.3.5.1 Description - Identify the project team you will assign to the Requirements definition component of this project, if awarded the contract.

3.3.5.2 Define specific roles and responsibilities for each person assigned to the project. Specify the level of involvement planned for advisors and other personnel who will not be assigned to the project full time.

3.3.5.3 Provide resumes for all staff proposed for the project to be assigned full time to the Requirements Definition of the project, as well as for others who will play substantive advisory or consulting roles in this effort. The resumes should clearly identify the qualifications, capabilities, and experience relevant to this project.

QUALIFICATIONS (Tab 3)

3.4.1 Provide a description of your company including the scope of the business, organizational structure, office locations, personnel, and company.

3.4.2 List a minimum of 3 engagements where your company has assisted public sector clients performing work similar to the size & scope of this project. Describe the project, start and end dates, the functions/modules included. Projects for a large District will receive full points (15 pts).

Projects for a Large District (Over 35,000 students)

Projects for all other public K-12 schools

Public Universities and Colleges

LITIGATION (Tab 4)

4.1 Submittals must contain a list of litigation after January 1, 2008 in which the firm has been or is currently involved as a plaintiff, defendant or witness. Include a complete description of the claim, including current status, names of parties thereto, nature and amount of relief or damage sought. Also, include the same information for significant threatened litigation.

FEES (Tab 5)

5.1 Identify the fee for providing the services as identified in Sections 2.1 through 2.15. A proposed payment schedule shall be presented and aligned to milestone events identified in the detailed Project Plan (Section 3.3.4.).

5.2 Identify all fees for additional services or products required to complete the process.

5.3 Provide an hourly and daily rate for additional work outside the scope of this engagement. The rate structure should include a rate for each member of the project team.

REQUIRED FORMS (Tab 6)

- 6.1. Insurance Requirements
- 6.2. Deviation Compliance Form
- 6.3. Certification for Criminal History Check
- 6.4. Confidential Information Form
- 6.5. Certification/Debarment

EVALUATION CRITERIA

Evaluation Criteria		Max Points
1.	Purchase Price	40
2.	Reputation of the vendor and the vendor's goods or services (refer to 3.4.2)	15
3.	Quality of vendor's goods and services (refer to 3.5)	20
4.	Extent to which the goods or services meet the district's needs (refer to 2.1.1.1 through 2.1.1.15)	25
5.	Vendors Past relationship with the District	0
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.	0
7.	Long-Term cost to the district to acquire the vendor's goods and services.	0
8.	Whether the vendor's ultimate parent company or majority owner: (A) Has its principal place of business in this state; or (B) Employs at least 500 persons in this state; and	0
Maximum Total Points		100

INSURANCE REQUIREMENTS

The Consultant shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Consultant and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Consultant shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The consultant 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 Consultant shall, during the performance of this Agreement, keep in force the following insurance:

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

*In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate.

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

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

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

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

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance. By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required. _____(Initials)

Company Name	Insured By:	Printed Name	Certificate Number
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DEVIATION/COMPLIANCE FORM

If the undersigned supplier intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such 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 Standard Terms and Conditions, Item Specifications, and all other information contained in this document.

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

Certification for Criminal History Check
in Compliance with Texas Education Code § 22.0834(a)

Definitions

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

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

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

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

None of Contractor’s employees are *covered employees*, as defined above.

The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

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

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Date

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 Invitation to Bid 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.

Bids 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:

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

U.S. Department of Agriculture

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature**Date**

Instructions for Certification

- 1. By signing and submitting the form on page 24.10, the prospective lower tier participant is providing certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

EXHIBIT "A"
ORGANIZATION CHART

