



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

**REQUEST FOR OFFER (RFO)  
# 420-22  
SALE OF SURPLUS IPADS**

**PLEASE SUBMIT OFFER NO LATER THAN FEBRUARY 17, 2022, 10:30 A.M. CST**

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)

This Request for Offer includes Process Overview, Instructions to Submitters, Certifications, Terms and Conditions, RFO Specifications and Offer Forms. These provisions shall be considered as part of any resulting legal and binding contract as if thereto attached or therein repeated.

**THIS RFP WILL NOT BE OPENED OR READ PUBLICLY**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

State

Zip

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

Title

\_\_\_\_\_  
Signature

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

Email Address

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

Fax #

Mark A. Booker  
Executive Director of Purchasing

## INSTRUCTIONS TO SUBMITTERS

### 1.1 Submission of Proposals

#### 1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Offer, may contact: Janet Curtis-Fuller, Buyer at [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net)

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

#### 1.1.2. SUBMITTING QUESTIONS

Questions pertaining to proposing procedures should be submitted to [bids@garlandisd.net](mailto:bids@garlandisd.net) and copy email to [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net) Submitters finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by email as stated above no later than **February 11, 2022 at 12:00 p.m. CST**

#### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by **February 14, 2022 at 10:00 a.m. CST**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

#### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) COMPLETE ORIGINAL PROPOSAL RESPONSE AND ONE (1) COMPLETE COPY OF THE FULL ORIGINAL PROPOSAL RESPONSE SUBMITTED IN AN ELECTRONIC VERSION. ELECTRONIC VERSION MUST BE A CD OR USB AND SHALL BEAR A LABEL ON THE OUTSIDE CONTAINING THE RFP # AND NAME, AS WELL AS THE NAME OF THE VENDOR AND THE WORD "PROPOSAL"

**DELIVERY OF PROPOSAL:** Delivery of hard copies shall be submitted in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with BID#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Hand-carried submissions shall 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.

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

**1.1.5. SIGNED ORIGINAL**

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

**1.1.6. LATE SUBMISSIONS**

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

**1.1.7. OTHER FORMS OF SUBMISSION**

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

**1.1.8. AUTHORIZED SIGNATURE**

Offers must be signed by an authorized individual to contractually bind their firm when submitting the Offer. Failure to sign the Offer will be considered as a "mistake in Offer", and the Offer will be rejected as "non-responsive" Offer. Proposer shall contact the Purchasing Department if discrepancies exist.

**1.1.9. FORMAT FOR PRICING**

Offers written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Offer. 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.

**1.1.10. MINIMUM QUANTITIES**

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

**1.1.11. WITHDRAWING PROPOSALS**

No Offer 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. Offers become the property of Garland ISD upon receipt.

**1.1.12. PROPOSAL TABULATIONS**

Submitters desiring a Proposal tabulation sheet resulting from this Request For Offer may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-tabulations>. The tabulations will be posted after evaluation and the award is finalized. 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.

**1.1.13. 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. Submitters 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.

## **1.2 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. 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. Submitters shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

### **1.2.3. 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).

### **1.2.4. PROTEST PROCEDURE**

Any bidder or proposer who is aggrieved in connection with a procurement, excepting right of rejection, may protest in accordance with [Garland ISD Board of Trustees Policy CJ Local](#).

## **2. CERTIFICATIONS**

### **2.1. CERTIFICATION AFFIRMATIONS**

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

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

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

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

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

#### **2.1.3. 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.

**2.1.4. 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.

**2.1.5. BOYCOTT ISRAEL**

Pursuant to Texas Government Code Chapter 2271, 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. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater.

**2.1.6. PROHIBITED TRANSACTION**

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

**2.1.7. LONE STAR INFRASTRUCTURE PROTECTION ACT**

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (including cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies or governmental entity owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure.

**2.1.8. FIREARM INDUSTRY**

Pursuant to Texas Government Code Chapter 2274.002 (SB 19) , a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

**2.1.9. ENERGY COMPANIES**

Pursuant to Texas Government Code Chapter 2274.002 (SB13), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it:

does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

### 3. TERMS AND CONDITIONS

#### 3.1. NO SMOKING POLICY

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

#### 3.2. CHOICE OF LAW/VENUE

This Request for Offer and any resulting award(s) shall be interpreted within the laws of the State of Texas. Jurisdiction for any dispute shall be Dallas County.

#### 3.3. DELIVERY/FREIGHT

No delivery/freight will be paid by the Garland Independent School District.

#### 3.4. 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.**

#### 3.5. All sales are final and contingent upon the following:

After official notice of award, awarded buyer shall provide **full payment** for (ALL) awarded iPads no later than **February 23, 2022** in the form of **cashier's check**. Cashier's Check shall be made payable to the Garland Independent School District and is to be delivered directly to the Garland ISD Purchasing Department Secretary, 501 S. Jupiter, Garland, TX 75042. GISD reserves the right to award iPads to the next highest bidder if funds have not been received by end of business on the deadline payment date.

#### 3.6. Payment shall be made with **cashier's check** only. **No cash , personal, or certified checks will be accepted.**

## Purpose

Garland Independent School District (District) recently declared a large quantity of iPads as surplus. The District's intent is to solicit offers and sell the surplus iPads through a fair and competitive process. The District intends to acquire the best possible sales price for these devices and invites appropriately qualified and experienced vendors (Contractor) to submit a bid for purchasing all, or a portion thereof, devices as described herein.

## Timeline of Events

Following is the timeline of events, subject to change by the District:

Event	Date and Time
Board Declaration of Surplus Equipment	12/14/21
Issue/Release Date	2/3/22
Pre-Bid Meeting and Viewing	2/10/22 1:30 PM CST
Deadline for Contractor Questions	2/11/22 12:00 PM CST
Addendum Posted	2/14/22 10:00 AM CST
Offers Due	2/17/22 10:30 AM CST
Contractor Award Notification	2/22/22
Payment Due	2/23/22
Payment Verification	2/24/22
Contractor Pickup Deadline	2/28/22
Contractor Certification of Devices Received	3/21/22

## Asset Description

This section provides an overview of the iPads included for sale:

- The District is selling 9,000 iPads, with an original acquisition date between 6/2016 and 5/2017
- The District did NOT custom engrave any iPad
- Power Adapters and Lightning Cables are NOT included with any iPad
- Per District policy, all iPads were required to be in a rugged OtterBox case while in use, ensuring best condition
- iPads are assumed to be Grade A and B conditions you can review at the pre-bid meeting.
- All iPads were previously in use and are assumed to be fully functional
- Per District procedures and best practices, all iPads should have already been restored to factory settings
- All iPads should be free of passcodes, removed from District MDM, checked/cleared of any activation locks, and released from Apple School Manager. Garland ISD will work with contractor to release any found to be locked.
- All iPads have an OtterBox (Black) case; Shield Stand is NOT included
- All iPads have (1) RFID asset tag and (1) sticker affixed
- All cases have (1) sticker affixed

The following table provides model information; all units in this sale are the same model:

<b>Manufacturer</b>	Apple
<b>Model</b>	A1673
<b>Product Description</b>	iPad Pro 9.7" (Wi-Fi Only)
<b>Storage</b>	128 GB
<b>Color</b>	Space Gray
<b>Sample Serial Numbers</b>	DMPR50ATH1MJ DMPS241JH1MJ DMPT10XFH1MJ F6PW606ZH1MJ F6QSF00ZH1MJ

## Pictures of iPads and Packaging

- For pictures of iPads, cases, and packaging, See **Appendix A – Pictures of iPads and Packaging**
- We have 9 Lots of 1,000 each, totaling 9,000 devices
  - 1,000 devices per Lot (2 pallets)
  - 20 iPads per box
  - 25 boxes per pallet
  - Pallets will be wrapped and ready for pickup and transport/shipping

## Contractor Data Privacy and Certification Requirements

- Contractor will provide the district a complete itemized audit/inventory listing (spreadsheet containing all serial numbers in lot) of all iPads purchased, within 21 days after pick-up
  - For all iPads purchased, Contractor must provide a certificate to District, certifying all personal information has been removed and device has been restored to factory settings
- Per District procedures and best practices, all iPads should have already been restored to factory settings
- In the event Contractor discovers an iPad that was not restored to factory settings, Contractor is responsible for restoring such iPad
- In the event Contractor discovers an iPad that is not functional, Contractor is responsible for either a) repairing the iPad and then restoring to factory settings, or b) disposing/recycling the iPad in a secure and environmentally friendly manner
- If iPad cannot be restored and/or data cannot be electronically removed, deleted, reformatted, degaussed, and/or overwritten, the Contractor will not disclose, publish, and/or make known to the general public or another firm or entity, the existence of any data
- Contractor is responsible for removing all District asset tags and labels

## Other Terms and Conditions

- All iPads will be sold in designated bulk lots, as is, with no partial offers and with no warranties or guarantees given or implied; all sales are final.
- The District reserves the right to request clarification, conduct discussions with vendors, to request revisions, modify the desired scope, negotiate price changes and/or waive minor informalities
- The District reserves the right to negotiate the final contract terms and conditions with one or more of the most responsive Contractors, as solely determined by the District
- The District reserves the right to discard all Contractor responses if none are deemed in the best interests of the District
- This document does not commit the District to sell surplus iPads or to pay any costs incurred in the preparation of a response to this competitive process

## Meeting and Viewing

- The District will hold a meeting to provide an overview of the sale and viewing. All Contractor questions must be submitted in writing (see 1.1.2 of this document) and will be answered in the form of an Addendum. The meeting will be held onsite at the following address:

Dr. Marvin D. Roden Technology Center  
410 Stadium Dr  
Garland, TX 75040

- Immediately following the pre-bid meeting, all lots of iPads will be available for Contractor viewing and inspection

## Offer Submission Form

- Contractors are required to submit a bid form in full. Failure to complete the bid form will result in the bid being rejected. See **Appendix B – Contractor Bid Submission Form**



## Evaluation Criteria

- For each available lot, award will be made to the highest, responsive and responsible Contractor that provides the best overall value to the District
- The most important criterion is price, however, if Contractor does not accept all terms and conditions of this sale, any/all deviations submitted by Contractor will also be considered in determining the best value and interest to the District for final award
- The District will evaluate and award in any combination fashion in order to determine the best value for the district for the sale of the entire quantity of iPads. Contractors are invited to provide pricing for as many lots for which they wish to be considered. The result will be 1 or more awarded Contractors.

## Payment

- Awarded Contractor must issue a **cashier's check for the full bid no later than close of business, February 23, 2022**; wire transfers, certified checks, or other forms of payment will NOT be accepted
- Make Cashier's check payable to: "**Garland Independent School District**"
- Payment delivered directly to Garland ISD Purchasing Department, Attn: Eva Gracia  
501 S. Jupiter, Garland, TX 75042
- Upon payment verification, iPads become eligible for transfer of custody, subject to District scheduling
- Awarded Contractor(s) classified as a reseller must provide Certificate of Resale, as proof that no tax is due on sale and products, or a portion thereof, are intended for resale

## Award Pickup

- iPad pickup and shipping is responsibility of awarded Contractor
- Upon award, District will notify Contractor of date and central location where iPads will be made available for pickup
- Central pickup location will have loading docks
- iPads are palletized, boxed and wrapped by the District

Appendix A – Pictures of iPads and Packaging







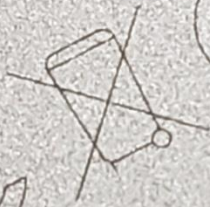




# iPad

Designed by Apple in California Assembled in China Model A1673  
FCC ID: BCGA1673 IC: 579C-A1673 Serial: DMPPQZ6H1MJ

FCC



0682











## Appendix B – Contractor Offer Submission Form

### Contractor Information

<b>Company Name</b>	
<b>Address</b>	
<b>Representative Name</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

### Contractor Offer

Provide your bid amount for as many lots as you wish to be considered. **DO NOT** include Sales Tax. Indicate \$0 for no bid.

<b>Lot #</b>	<b>Description</b>	<b>Quantity</b>	<b>Bid Amount</b>
1	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
2	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
3	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
4	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
5	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
6	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
7	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
8	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
9	Apple iPad Pro 9.7" (Wi-Fi Only) 128 GB Space Gray	1,000	\$
<b>Total Bid</b>			\$

## Contractor Acknowledgement

Contractors must also respond to the following question:

**Question 1:** Does your company agree to all terms and conditions of this Request for Quotes, as documented herein? If not, please list and explain any and all deviations in the respective "Deviations" section of this bid.

**Yes – I agree to all terms and conditions of this bid, as documented herein**

**No – I DO NOT agree to all terms and conditions of this bid AND have documented deviations in the appropriate section**

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### Submitted By

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Compliance Form

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

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the 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):

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Company Name

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Address

---

City

State

Zip

---

Printed Name

Title

---

Signature

---

Email Address

---

Telephone #

Fax #

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

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

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

**“Disqualifying conviction”** - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Person-homicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

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

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

Or

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

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

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Signature

Title

Date