



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

**REQUEST FOR PROPOSAL  
HVAC CONTROL SERVICE AND REPAIRS  
PROPOSAL # 214-23-03**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. LOCAL TIME ON APRIL 25, 2023. 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 10:30A.M. the first date the district is open to conduct business)**

You are invited to submit a Proposal to provide HVAC CONTROL SERVICE AND REPAIRS to the Garland Independent School District (GISD).

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

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Email Address

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

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

*Mark A. Booker*

Mark A. Booker  
Executive 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: Misty Roberts, Buyer at [Msrobert@garlandisd.net](mailto:Msrobert@garlandisd.net)  
The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Director of Purchasing.

### 1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto:bids@garlandisd.net) and a copy to [Msrobert@garlandisd.net](mailto:Msrobert@garlandisd.net) no later than April 12, 2023 at 12:00p.m CDT. Response will be given by addendum.

### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **April 14, 2023 at 4:00p.m. CDT**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COMPLETE ORIGINAL COPY SUBMITTED ON ELECTRONIC FORMAT (FLASH/CD). ENSURE THE SUBMISSION IS CLEARLY LABELED. YOU MUST SUBMIT A HARDCOPY ORIGINAL. DO NOT SUBMIT AN ELECTRONIC COPY WITHOUT THE HARDCOPY ORIGINAL

### 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**

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. MINIMUM QUANTITIES**

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

**1.1.13. 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.

**1.1.14. 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!

**1.1.15. PROPOSAL TABULATIONS**

Proposers desiring a Proposal tabulation sheet resulting from this Request for Proposal may visit our web site at <https://garlandisd.net/connect/how-do-business-us/bid-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.

#### **1.1.16. 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.

#### **1.1.17. 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.

#### **1.1.18. 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.

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

### 1.2.3. MULTIPLE AWARDS

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

### 1.2.4. TIE PROPOSALS/EVALUATION FACTORS

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

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031 (b) \*ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**
10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.  
[www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance)

**1.2.5. BOARD OF TRUSTEE APPROVAL**

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

**1.2.6. ADDITIONS OR IMPROVEMENTS**

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

**1.2.7. UNIT OF MEASURE**

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation / Compliance Form.

**1.2.8. FELONY CONVICTIONS**

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

**1.2.9. ALTERNATE AWARDS**

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

**1.2.10. PRODUCT LITERATURE**

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

**1.2.11. CONTRACT VALUE**

The estimated annual value of this contract is **\$500,000**; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified).

**1.2.12. PRICE ESCALATION PROVISIONS**

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices **90 days** from date of award. After this time, proposed increases may be submitted in writing for approval. Proof of change in

market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval.

### **1.2.13. PROTEST PROCEDURE**

Any 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 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 individual's response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

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

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

#### **2.1.3. COPYRIGHT AND PATENT LAWS**

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

#### **2.1.4. SOLE SOURCE**

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

### **2.1.5. PUBLIC INFORMATION**

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

### **2.1.6. FUNDING AGREEMENTS**

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

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

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

### **2.1.8. ENERGY POLICY AND CONSERVATION ACT**

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

### **2.1.9. RECORD RETENTION REQUIRMENTS**

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

### **2.1.10. RECOVERED MATERIALS**

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



management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

#### **2.1.12. FOREIGN TERRORIST ORGANIZATION LIST**

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

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

Pursuant to Texas Government Code Chapter 2270, 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.

#### **2.1.14. PROHIBITED TRANSACTION**

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the Request for Proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

#### **2.1.15. BUY AMERICA ACT**

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Deviation/Compliance Form.

**2.1.16. DOMESTIC PREFERENCES FOR PROCUREMENT**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**2.1.17. 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.

**2.1.18. 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.

**2.1.19. 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.

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

If the individual contract/award exceeds \$1,000.000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at [www.ethics.state.tx.us/index.html](http://www.ethics.state.tx.us/index.html).

**2.1.21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Proposer certifies that it is in compliance with all applicable provisions of the Code of Federal Regulations §200.216, as described in Public Law 115-232, section 889, see also §200.471.

**3. SHIPPING AND DELIVERY**

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

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

**4. TERMS AND CONDITIONS**

**4.1. CASH PAYMENTS AND DISCOUNTS**

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

#### 4.2. PURCHASE ORDERS AND CONFIRMATION

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

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

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

#### 4.3. CHANGE ORDERS

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

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

#### 4.4. PAYMENTS VIA ACH

Garland ISD will make payments via check or ACH. If the awarded supplier prefers ACH payments, the supplier will be required to submit a completed Vendor Direct Deposit Authorization form (contact this email to request the form), along with a bank verification letter to [Finance@garlandisd.net](mailto:Finance@garlandisd.net) Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- 4.4.1. Invoice is received at the address indicated on the purchase order
- 4.4.2. Pricing on the invoice matches the price on the purchase order
- 4.4.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.4.5. Unique invoice number used for each billing
- 4.4.6. Merchandise has been received.
- 4.4.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

**NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.**

**4.5. CHANGING QUANTITIES**

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

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

**4.6. NO SMOKING POLICY**

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

**4.7. CHOICE OF LAW/VENUE**

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

**4.8. INVALID PROVISIONS**

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

**4.9. QUALITY OF WORKMANSHIP**

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

**4.10. OVERCHARGE CLAIMS**

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

**4.11. AVAILABILITY OF FUNDING**

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

**4.12. CONTRACT ASSIGNMENT**

This contract may be assigned only with the written consent from both parties. Any assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.

**4.13. INDEPENDENT CONTRACTOR**

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract.

Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

**4.14. 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 ninety (90) 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 Solicitation order's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

**4.15. CANCELLATION FOR CAUSE**

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

**4.16. AGREEMENT BETWEEN PARTIES**

The Contract Document consists of this Proposal which includes Certifications, Terms and Conditions, Compliance Form, Specifications, Supplier Questionnaire, the Supplier response, Clarifications and purchase order(s). These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

**4.17. DISTRICT ACCESS TO WORK AREA**

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

**4.18. HOLD HARMLESS**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES,**

**ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**

#### **4.19. AUDITING CONTRACT**

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

#### **4.20. LIMITATION OF LIABILITY**

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

#### **4.21. 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 RCSP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

#### **4.22. 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 Solicitations, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

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

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at

<http://www.oracle.com/us/products/applications/ebusiness/procurement/index.html>.

#### 4.23. **FORCE MAJEURE**

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

#### 4.24. **FINGERPRINTING REQUIREMENT**

Suppliers who will only deliver but not enter a school building to perform services, will be required to complete and submit the **CERTIFICATION FOR CRIMINAL HISTORY CHECK FORM only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services should be completed and returned after all personnel have been fingerprinted.

##### **Criminal History Checks**

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

All suppliers must:

Follow instructions on the award letter provided by Purchasing to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

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

If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

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

#### 4.25. **TERM OF CONTRACT**



The term of the contract shall be from June 30, 2023 (or date of award) through June 30, 2024 with contract renewing annually for five years from the date of award unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

## **5. SHIPPING AND DELIVERY**

### **5.1. SHIPPING CHARGES**

The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.

### **5.2. PICKUP AND DELIVERY TIMES**

Pickup and delivery will be made between the hours of 8:00AM and 2:00PM Monday through Friday, excluding school holidays. Purchase Order will provide Ship to address.

### **5.3. UN-LOADING OF NON-PALLETIZED FREIGHT**

Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.

### **5.4. SHIPPING CONTAINERS**

Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.

### **5.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS**

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful supplier(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

### **5.6. PURCHASE ORDER IDENTIFICATION**

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

**END OF SECTION**

# **GARLAND INDEPENDENT SCHOOL DISTRICT INSTRUCTION SHEET**

## **Exhibit (A) Scope of Work**

### **Background:**

Building Automation Systems:

- Web Control - Consists of Automated Logic BAS systems and software.
- N4 - Consists of JACE controllers operating Niagara software.
- Tridium Web Supervisor Software with Jace IO Modules/ Beta Test Site for Tridium The Manufacturer/Re-Flow Graphics Standard

Garland ISD is seeking services to manage and perform routine maintenance and troubleshooting of the Automated Logic Building Automated Control System (BAS). Vendor/Contractor is required to have trained and qualified personnel (including licenses/certificates) to provide these services on each server platform bid.

Services will consist of three parts:

1. Annual BAS Inspection, Software Maintenance, Troubleshooting and Support for Automated Logic Control Systems.
2. As needed, BAS System Service and Support for Automated Logic Control Systems.
3. BAS Preventive Maintenance for Automated Logic Control Systems.

Technicians:

- All technicians performing work under this contract shall be trained on the Automated Logic Control System and be directly employed and or supervised by the vendor.
- Vendor shall provide proof of current training certificates from the automated Logic Controls equipment manufacturer's certified training course(s) for all technician(s)/programmer(s). The vendor shall document this in writing and submit such documentation to the division of Facilities and Maintenance Management designated representative upon any certification status changes.
- Vendor shall provide all technician(s) with all hardware and software tools, licenses and certificates needed to access, maintain and repair the Automated Logic Building Automation System.

Garland ISD Responsibilities:

Vendor will work with the Districts other controls contractor and assist with the managing of the BAS server software, but coordination will be the responsibility of vendor with appropriate departments within Garland ISD Technology and Facility & Maintenance representatives. These include:

- Remote access to the BAS servers, and including providing login info and credentials
- Server OS setup and configuration
- All network management
- IT Hardware

Part 1 Contract Exclusions:

- Server hardware upgrades
- Server OS upgrades
- Building controller hardware
- Repair or replacement of defective systems or devices
- HVAC Air or water balancing
- Fire and smoke detector equipment or interfaces

**Pricing:** Please refer to Exhibit (B) pricing schedule.

Category List:

Part 1 - Annual Server Inspection, Maintenance, Updates and Support: All-inclusive annual rate.

Part 2 - As Needed, BAS System Service and Support: Billable and priced in the following structure:

1. Hourly rate:
2. Technician
3. Programmer
4. Phone Support
5. Materials at a percent off list price

Part 3 - BAS Preventive Maintenance on all Automated Logic Control Systems as needed

BAS SERVICES CONTRACT – CORE SCOPE

Part 1 – Annual BAS Inspection, Troubleshooting, Software Maintenance, and Support.

- Annual fixed-fee contract.
- Personnel: Provide a list of personnel that will be servicing this part of the contract. Include a resume for each with length of service and current BAS certification status. (i.e. Installer Certification, Service Technician Certification, Programmer Certification)
- Web Server Software Updates. Includes installation of all patches and updates to all BAS software located on Owner’s servers and workstations. Licensing fees for any updates released during the contract period by software vendor to be included in the proposal price. All software updates to be tested by the Vendor prior to installation on GISD servers. Testing by Vendor to take place within 3 months of software release with subsequent installation on GISD server within 60 days after completion of testing.

Server software updates include: (Note - Contractor to assume work to be done on site remotely if approved by owner)

1. Normal patches and updates applied monthly.
2. Critical Patches / Hot Fixes applied within three business days.
3. Master Alarm Log Review. Review master alarm log monthly. Identify and resolve alarms specific to controller failure, BAS software failure, or BAS network failure. Note - Vendor to assume work to be done remotely

4. Monthly Reports. Generate monthly electronic reports with a summary of anomalies for the GISD principle owner for review.
5. Report detailing any overridden physical points, set points, or schedules.
6. Report detailing any BAS specific software, controller hardware, or network alarms that could not be resolved by the Vendor.
7. Report detailing any BAS sensor displaying no data or data out of range. (i.e. chilled water temperature sensor reading 197 deg. F)
8. Backup. Prepare a monthly system backup to portable media. One copy to be left with GISD, one copy to be secured off-site by Vendor. Backup shall be performed before and after any patch or update is applied. Before and after backups will be kept for a minimum of 30 days.
9. Note: Vendor are required to keep their copies for the length of the contract for turn over to GISD at end of contract period.
10. Phone Support. Provide phone support for Owner and Owner Representatives during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.).
11. New user setup and configuration (includes GISD, other vendor, and GISD Partners Energy Management)
12. Existing user modifications.
13. Energy Service Company (ESCO) data support, energy trends and occupancy schedules.
14. System reports (user list, equipment list, and audit log)
15. Support does not include:
  - a. Set point changes
  - b. Alarm changes
  - c. Building system troubleshooting
  - d. Vendor shall not make any changes, updates, or modifications to server hardware, software, or network connections managed by Garland ISD I.T. Department.

#### Part 2 – As Needed, BAS System Service and Support

- Service provided over an annual period when requested by Owner.
- Provide hourly rates for:
  - a. BAS Technician
  - b. BAS Programmer
  - c. BAS Telephone Support
  - d. Provide electronic materials catalog with Owner pricing or discount to listed pricing.
- Personnel. Provide a list of personnel that will be servicing this part of the contract. Include a resume for each with length of service and current BAS certification status. (i.e. Installer Certification, Service Technician Certification, Programmer Certification)
- Onsite procedures. Vendor personnel must sign-in and sign-out with Owner whenever they are on-site. Each site visit must be accompanied with a completed service ticket. The service ticket must be legible and include:
  - a. Full name of all Vendor personnel who were on-site.
  - b. Date of service, time vendor arrived on-site, time vendor left site.
  - c. Details of all work performed.
  - d. List of all materials used.

- e. Must be badged and follow Garland ISD backgrounds requirements
- Services will include:
  - a. Repair or replacement of failed BAS devices.
  - b. Programming changes to accommodate system modifications not part of a capital project.
  - c. Alarm reporting configuration or modification.
  - d. Scheduling changes.
  - e. Historical trend reporting configuration or modification.
  - f. Graphics creation or modification.
  - g. New software installation not included in Part 1.
  - h. Training of district personnel.
  - i. Installation and repair of lighting control and other energy management systems.
  - j. Commissioning assistance during new BAS system start-up and functional performance testing.
- On-Call Support. Vendor will provide 24/7 support for BAS system troubleshooting and repair service requests. On-call services are intended for unforeseen equipment failures that could lead to building damage or an uncomfortable environment for building occupants. They are not to be utilize for planned or routine work. The larger BAS projects will be completed through the GISD Bidding Process.

On-call requests include:

- Repair or replacement of defective BAS systems or devices.
- Set point and alarm troubleshooting and changes.
- Building HVAC system troubleshooting.

Note- Vendor response time will be within 4 hours at any GISD building within Normal working Hours (Check with Brian Finley, Frank Bayardo, Paul Gonzales for Clarification)

On-call exclusions:

- Repair of HVAC equipment. These will be perform by GISD personnel or by other GISD vendors.
- User permission level changes.
- Scheduling changes.
- Request for system information (user and device lists).
- Other routine work.

New BAS Connections. When new controllers are added to the system, Vendor will perform a review of the installation to ensure GISD BAS installation standards are properly followed. Vendor to provide a report detailing any system changes required for compliance. The standards to be verified for new connected controllers include:

- Alarm setup
- History setup
- Configuration tree organization

- File system organization
- Device naming configuration standards
- Graphics standards

Vendor will work directly with Technology, GISD Project Manager, and GISD Maintenance personnel and is not responsible for managing the installation vendor. All adjustments will be performed by the installation vendor.

- All services under this part shall only be performed when directed by an authorized Owner's representative. All work to be performed in accordance with GISD's established Technical Design Guidelines (TDG's) BAS standards.

### **Part 3 –BAS Preventive Maintenance**

- Annual fixed-fee contract.
- Personnel. Provide a list of personnel that will be servicing this part of the contract. Include a resume for each with length of service and current BAS certification status. (i.e. Installer Certification, Service Technician Certification, Programmer Certification)
- Onsite procedures. Vendor personnel must sign-in and sign-out with Owner whenever they are on-site. Each site visit must be accompanied with a site visit report. The site visit report must be legible and include:
  - Full name of all vendor personnel who were on-site.
  - Date of visit, time vendor arrived on-site, time vendor left site.
  - Details of all PM work performed and work that could not be completed.
  - Copy of all checklists and calibration sheets completed.

Vendor to use for guidance regarding checklist development.

- GISD will provide a list of systems included in the preventive maintenance contract. All devices should be tested as defined by the GISD BAS standards and manufacturer's O&M requirements.

Note: groups may be adjusted each year to account for the addition of new systems. New systems would not be added to a group until they are about to finish their warranty period).

#### **•Sensor Calibration:**

- All specialty gases (CO, CO2, NO2) used for life safety monitoring or equipment sequencing.
- All outside air stations, outside air temperature, outside air humidity, outside air CO2.
- All hydronic system sensors used for sequencing; temperature, pressure, flow.
- All large AHU (> 8,000 CFM) sensors used for sequencing; temperature, humidity, pressure, flow.
- All small AHU sensors used for sequencing, temperature, humidity.
- All terminal unit space sensors, temperature, humidity.

#### **•Binary Device Checks:**

- Verify BAS enable/disable point for all central plant equipment.
- Verify start/stop and status for each BAS controlled pump.

- Verify start/stop and status for each BAS controlled fan (excludes fan powered terminal boxes without fan status point).

•Valve and Damper Checks:

- Verify close-off and fully open position for all 2-position valves and dampers.
- Verify full stroke and mid-position control for all modulating valves and dampers (excludes VAV terminal unit primary air dampers and reheat valves).
- Verify VAV terminal unit primary air dampers by changing flow set point from minimum to maximum and recording response.
- Verify VAV terminal unit reheat valve operation by commanding valve closed and recording supply air temperature; then command valve open and record supply air temperature.

Non-critical terminal equipment and small single zone AHUs are not included in the PM list. Excluded equipment includes fan coils, unit heaters, and air handlers (AHUs) less than 1,000 CFM. Excluded equipment not include critical terminal equipment that serves IT equipment and data center cooling. Excluded equipment PM could be addressed as needed by Part 2 work.

•Variable Frequency Drives (VFDs):

- Check voltages in and out of the drive.
- Ensure all terminations are tight.
- Verify operation by ramping speed up and down.

•Cleaning of all equipment by wiping exterior surfaces and use of compressed air inside device boxes and enclosures is part of maintenance services.

•All services under this part must be coordinated with an authorized Owner's representative to establish dates and times when sites are accessible for testing. Vendor shall not enter site without this advance coordination.

### Exhibit (B) Pricing Schedule

Vendor to provide hourly prices for on-call services. Provide separate prices for work during regular work hours (Monday to Friday, 8:00 a.m. to 5:00 p.m.) and for after-hours calls (weekdays after above times and all weekends/holidays).

PRICING SHEET:

<b>Part 1, Annual Server Inspection, Maintenance, Updates and Support:</b>		
Web Controller - Consists of Automated Logic BAS systems and software	\$ _____/YEAR	
N4 Consist of JACE controllers operating Niagara software	\$ _____/YEAR	
BAS Controllers – MISC ALL Other Devices	\$ _____/YEAR	
<b>Part 2- As Needed, BAS System Service and Support</b>	<b>Regular work hours (Monday to Friday, 8:00 a.m. to 5:00 p.m.)</b>	<b>After Hours</b>
On-Site Technician	\$ _____/HOUR	\$ _____/HOUR
On-Site Programmer	\$ _____/HOUR	\$ _____/HOUR
Telephone Support	\$ _____/HOUR	\$ _____/HOUR
Truck and Mobilization Fees	\$ _____	\$ _____
<b>Materials</b>		
Percent Discount off List Price	_____ %	
<b>Part 3- BAS Preventive Maintenance</b>	<b>Annual Fixed Price</b>	
Web Controller - Consists of Automated Logic BAS systems and software	\$ _____/YEAR	
4 Consist of JACE controllers operating Niagara software	\$ _____/YEAR	
BAS Controllers – MISC ALL Other Devices	\$ _____/YEAR	



## **Exhibit (C) List of Locations**

**The following is a complete list of Automated Logic Locations/Campuses.**

### **High Schools:**

- 1. Lakeview Centennial HS**
- 2. Rowlett HS**
- 3. Sachse HS**
- 4. GRCTC HS**

### **Middle Schools:**

- 1. Austin MS**
- 2. Bussey MS**
- 3. Lyles MS**
- 4. Webb MS**
- 5. Sam Houston MS**

### **Elementary Schools:**

- 1. Freeman**
- 2. Parkcrest**
- 3. Vial ES**

**EVALUATION CRITERIA**

	<b>Parameters:</b>	<b>Max Points</b>
1	The purchase price	40
2	<b>The reputation of the vendor and of the vendor's goods or services</b>	15
3	<b>The quality of the vendor's goods or services</b>	12
4	<b>The extent to which the goods or services meet the district's needs</b>	30
5	<b>The vendor's past relationship with the district</b> 3 Vendor has a successful past relationship with the district 1-2 Vendor has a past relationship with the district 0 Vendor does not have a past relationship with the district	3
6	The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB)	0
7	The total long-term cost to the district to acquire the vendor's goods and services	0
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
	Total Points	100

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

The responsiveness of the proposal submitted will be determined by GISD’s Purchasing Department. Discussions / negotiations may be conducted with proposers who are evaluated and deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions / negotiations. The District Purchasing Department and proposers may enter into discussions and revisions of proposal, as necessary. If discussions/negotiations are conducted, proposers may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations / discussions.

## Supplier Questionnaire

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

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

2. References:

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

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

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

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes   
No

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

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

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

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

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

6. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_ (state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes  No
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes  No
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes  No

## 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

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City

State

Zip

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Printed Name

Title

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Signature

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Email Address

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Telephone #

Fax #

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

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

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

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

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

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

Or

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

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

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Signature

Title

Date

## **Confidential Information Declaration & Copyright Authorization Form**

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

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

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

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

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

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

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Signature	Title	Date
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**INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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Company Name	Insured By:	Printed Name	Certificate Number
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