



**GARLAND INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**REQUEST FOR PROPOSAL  
EXCESS WORKERS' COMPENSATION INSURANCE,  
RFP # 328-23**

**April 14, 2023**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON May 30, 2023. Mark your sealed envelope in the lower left hand corner with RFP#, time, and due date, as noted above.** (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a proposal to provide **Excess Workers' Compensation Insurance** for the Garland Independent School District (GISD) from September 1, 2023 (or date of award) through August 31, 2024 with the District's options to renew annually through August 31, 2028.

This Request for Proposal includes Process Overview, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Insurance Requirements, Supplier Questionnaire, Deviation Compliance Form, Certification for Criminal History Check, Confidential Information Form, Proposal Form/Specifications, Certification/Lobbying, Disclosure of Lobbying Activity, Certification/Debarment and Clean Air and Water Act. 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.**

(After Receipt of Order)

DELIVERY DATE IS \_\_\_\_\_ Business Days ARO

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

\_\_\_\_\_  
Signature

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

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

*Mark A. Booker*

Mark A. Booker  
Director of Purchasing

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

Deadline for Questions	April 21,2023
Deadline for Response to Questions/Addendum(s)	April 28, 2023
Proposals Due Date	May 30, 2023 @10:30 a.m.
Pre-Bid Evaluation	Not Applicable
Interview (if necessary)	To be determined

The District Purchasing Department and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by GISD's Director of Purchasing and the evaluation will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

Anticipated recommendation to District Board of Trustees for contract award: July 25, 2023 for a contract start date of September 1, 2023.

**NOTE: 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 Request for Proposal pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.**

## 1. INSTRUCTIONS TO PROPOSERS

### 1.1 Submission of Proposals:

- 1.1.1. For clarification of the specification(s) of this Request For Proposal, proposer may contact:

[Bids@garlandisd.net](mailto:Bids@garlandisd.net) and cc **John King, Director, Risk Management, JPKing@garlandisd.net** on or before April 21, 2023 at 12:00pm.

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. **All addenda will be issued via the district website at (Current Bid List) <https://www.garlandisd.net/connect/do-business/current-opportunities>. All addenda, if required, will be posted on the aforementioned website by **April 28, 2023 at 4:00pm**. It is the proposer's responsibility to check this website for addenda postings prior to submitting responses.**
- 1.1.3. Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland ISD. Proposers 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 **April 21, 2023**. You may submit this information via fax to 972-487-3097 or email to [bids@garlandisd.net](mailto:bids@garlandisd.net).

1.1.4. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) HARD COPY OF PROPOSAL RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED. ALSO, PROVIDE ONE (1) FLASH DRIVE WITH A COPY OF THE COMPLETE PROPOSAL.**

1.1.5. 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. **UNACCEPTABLE FORMS OF SUBMISSION**

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS.**

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. **TAX EXEMPTION**

Purchases made against this Request for Proposal are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.

1.1.11. **NUMBER OF PAGES**

All pages of this Request for Proposal are to be returned with your proposal.

**1.1.12. FORMAT FOR PRICING**

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

**1.1.13. 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'S SUPPLIER LIST**

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

**1.1.15. DISTRICT SCOPE/SIZE**

Provide list of references on the Supplier Questionnaire – Attachment A - School districts comparable in size Garland ISD's average daily attendance is 57,000 students is preferred. All other state agencies, other customers, etc. will be evaluated with regard to the size and scope of product/service as bid. **NOTE: Proposers failing to submit at least 2 references may not be considered for award.**

**1.1.16. ANNUAL SPEND-OMITTED****1.1.17. BID TABULATIONS**

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

**1.1.18. DEVIATIONS**

Any and all deviations to this competitive solicitation proposed by the Proposer must be listed on the Compliance Form – Attachment B, attached hereto – not on a cover letter, catalog, etc.

**1.1.19. 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 - Attachment C. 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.

**1.1.20. 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 bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – Attachment C. 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 – Attachment C, 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 bid.

**1.1.21. 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. 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.

**1.2.3. 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.

**1.2.4. MULTIPLE AWARDS**

The District reserves the right to award to a single proposer, multiple proposers, 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.

**1.2.5. 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 in the factors and points below.

**EVALUATION FACTORS –See Paragraph 4.**

	<b>EVALUATION CRITERIA</b>
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
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
9	<p>Any other relevant factor specifically listed in the Request for Proposal or Proposals.</p> <p><b>Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!</b></p>

**1.2.6. PERFORMANCE TRACKING SYSTEM**

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 Vendor 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).

**1.2.7. 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.

**1.2.8. 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 in accordance with 1.1.3. 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 – Attachment B.

**1.2.9. 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).

**1.2.10. ALTERNATE AWARDS**

The District awards contracts to proposers as an alternate in case the primary proposer is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions. (Refer to Supplier Questionnaire – Attachment A).

## 2. CERTIFICATIONS

### 2.1 CERTIFICATION AFFIRMATIONS

By signing this Request For Proposal, the signed proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.

#### 2.1.1 ANTI-COLLUSION AND FRAUD

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

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

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

#### 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 CONFLICT OF INTEREST

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be



obtained at <http://www.garlandisd.net/content/conflict-disclosure> . Failure to comply with this provision may result in the bid being considered non-responsive.

#### 2.1.6 **FUNDING AGREEMENTS**

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

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

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

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

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

#### 2.1.9 **RECORD RETENTION 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 **RECOVERD MATERIALS**

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

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions [https://www.epa.gov/sites/production/files/2015-01/documents/lobbying\\_activities\\_disclosure.pdf](https://www.epa.gov/sites/production/files/2015-01/documents/lobbying_activities_disclosure.pdf)

#### 2.1.12 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

#### 2.1.13 **EQUAL OPPORTUNITY**

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

#### 2.1.14 **FOREIGN TERRORIST ORGANIZATION LIST**

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization

List”). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

#### 2.1.15 **BOYCOTT ISRAEL**

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

### **3 TERMS AND CONDITIONS**

#### **3.1 CASH PAYMENTS AND DISCOUNTS**

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

#### **3.2 FEDERAL ACQUISITION REGULATION (FAR)**

Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:

- 3.2.1 CFR Title 37: Patents, Trademarks, and Copyrights - Part 401—Rights to inventions made by nonprofit organizations and small business firms under government grants, contracts, and cooperative agreements;
- 3.2.2 Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 3.2.3 Energy Policy and Conservation Act of 1975 (Pub. L. 94–163, 89 Stat. 871).
- 3.2.4 Certification Regarding Lobbying- Section 1352, Title 31, U.S. Code
- 3.2.5 Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

#### **3.3 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.**

### 3.4 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 PROPOSER'S EXPENSE.**

### 3.5 PAYMENTS VIA ACH

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

- 3.5.1 Invoice is received at the address indicated on the purchase order
- 3.5.2. Pricing on the invoice matches the price on the purchase order
- 3.5.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.5.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.5.5. Unique invoice number used for each billing
- 3.5.6. Merchandise has been shipped or service performed.
- 3.5.7. Description of goods and services on the invoice shall match the description on the Purchase Order.

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

### 3.6 CHANGING QUANTITIES/SCOPE

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

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

### 3.7 NON TOBACCO USE POLICY

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

### 3.8 CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies

between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

### **3.9 INVALID PROVISIONS**

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

### **3.10 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.

### **3.11 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.

### **3.12 ASSIGNMENT OF CONTRACT**

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

### **3.13 AVAILABILITY OF FUNDING**

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

### **3.14 INDEPENDENT SUPPLIER**

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

### **3.15 CANCELLATION FOR CONVENIENCE**

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

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

### **3.16 CANCELLATION FOR CAUSE**

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

### **3.17 AGREEMENT BETWEEN PARTIES**

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

### **3.18 DISTRICT ACCESS TO WORK AREA**

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

### **3.19 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.**

### **3.20 AUDITING CONTRACT**

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

### **3.21 LIMITATION OF LIABILITY**

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

### **3.22 AUTHORIZED NEGOTIATORS**

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

### **3.23 BADGING REQUIREMENTS AND 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.

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 (Attachment D) 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. Attachment D should be completed and returned after all personnel have been badged.

#### **Criminal History Checks**

During the term of this agreement, the firm's employees have access to GISD facilities while students are present which could result in continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834.

3.23.1 Garland ISD has determined that the Scope of Work of this engagement does not involve direct and ongoing contact with students if the consultant takes the necessary precautions. In addition to FC Background's badging process, the consultant is responsible for ensuring direct access to students is prohibited. The consultant shall certify compliance with Texas Education Code (TEC) § 22.0834, see Attachment D. As a minimum, consultant is responsible for the following:

3.23.2 Consultant shall only use restrooms designated for consultants/workers. Student restrooms are not available for use by consultants/workers. The following are the only facilities available for use:

- inside Garland ISD building, “faculty only” facilities; and
- outside on Garland ISD property, contractor furnished “portable” facilities.

3.23.3 Consultants/contractors/workers are not allowed direct and ongoing unsupervised contact with students in areas including, but not limited to: Classrooms, elevators, athletic buildings, weight rooms, gymnasiums, auditorium, practice rooms, band halls, hallways, locker rooms, office spaces where students are located.

3.23.4 Precautions listed in this section are the minimal requirements to avoid direct and unsupervised contact with students. Consultant is responsible for implementing additional measures to ensure direct and ongoing unsupervised contact with a student does not exist.

3.23.5 The company recommended for award shall complete the background screening and badging process with FC Background to have all employees and sub-contractors working on-site for the Garland ISD.

Contact Information:

FC Background

Phone: (972) 404-4479/Fax: (214) 306-8207

Monday – Friday 6 am – 6pm CST

[customer.support@fcbackground.com](mailto:customer.support@fcbackground.com)

Facility maps are available at [www.fcbackground.com](http://www.fcbackground.com)

Cost per Employee is \$30.00 per subject (additional criminal records search fees may apply)

3.23.6 Garland ISD Badging Qualifications:

- No Felony convictions, no open or pending felony cases (no time limit);
- No misdemeanor convictions involving crimes against children or crimes of moral turpitude (see below);
- No registered sex offenders; or
- No outstanding warrants for crimes that would disqualify an individual from receiving a badge.

3.23.7 Garland ISD Board defines moral turpitude as (Not limited to the following):

- Dishonesty, fraud, deceit, theft, false representation (not including misdemeanor theft by check cases);
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession, transfer, sale, distribution, or conspiracy to possess, transfer, sell or distribute and controlled substance;
- Acts constituting abuse under the Texas Family Code;
- Public lewdness; or
- Prostitution.



3.23.8 Should an environment develop where there is direct and ongoing unsupervised contact with student(s), then, at a minimum, the consultant shall cease work immediately, notify GISD Security, and comply with the following:

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

3.23.8.1.a If you are a **sole proprietor** (one-person company) you must:

- Contact GISD Purchasing Department to obtain FAST pass.
- Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.  
\*If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.\*
- 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.

3.23.8.1.b. All other **suppliers, contractors and subcontractors** must:

- Supplier will receive award letter or signed contract from the Purchasing Department.  
**Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.**
- Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.
- Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.  
\*If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.\*

3.23.8.1.c. 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.

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

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

### **3.24 INSURANCE REQUIREMENTS**

Attachment E, apply to this Proposal Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this bid; however, if Proposer is to receive an award, the certificate must be submitted to the Garland ISD Purchasing Office prior to commencement of work on District Property within five (5) days of verbal or written request by the Purchasing Office (whichever is earlier). The certificate must be prepared correctly and submitted to the Garland Independent School District before award can be made. Original Certificates of Insurance, as well as copies of the original insurance policies and endorsements as required by the contract documents are due not later than 5 business days after execution of contract by the owner. (Refer to "Attachment E"). An affidavit of ability to provide the required insurance should be submitted with the proposal, "Attachment E".

**Ownership of the Request for Proposal and Supplier's Proprietary Information.**

Submitted Proposals, documentation and supporting materials shall become the property of Garland ISD. No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Supplier shall notify Owner in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by the Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Supplier is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibitive, the Supplier shall provide written notice to the Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

Satisfactory evidence of insurance required by this Article shall be provided to Owner not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance certificates on the most current ACORD 25 form or other approved Texas Department of Insurance form, binders, declarations, and endorsements themselves. The Supplier shall furnish Owner copies of all insurance policies, amendments, renewals, notices, cancellations and additional endorsements within sixty (60) days after the execution of the Contract by Owner, and as they are provided to Supplier.

All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a rated not less than A minus VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's website, <http://www.ambest.com> and that permits waivers of subrogation.

All liability insurance required herein shall name Garland ISD, its officers, employees, volunteers, and elected officials, as an additional insured, except Supplier's Worker's Compensation insurance and Professional Liability insurance.

All insurance required herein shall be primary insurance as respects the additional insured required. Any insurance maintained by an additional insured shall be in excess of such insurance and shall not contribute with such primary insurance. All insurance shall be written on an occurrence basis where reasonably available, with the exception of professional liability policies, and shall contain a waiver of subrogation in favor of the additional insureds on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged.

Any failure of the Supplier to comply with the reporting provision of the policies shall not affect the coverage provided to the Additional Insured Parties.

Any workers on the Project must be covered by the required insurance policies of the Supplier or a Sub Supplier. Supplier shall be responsible for all policy deductibles and self-insured retentions.

Supplier will cooperate with Owner or its designated representative to expeditiously resolve claims involving injuries to third parties, damage to the Work, or project delays. This cooperation will include providing Owner with monthly insurance carrier summary reports of builder's risk, general liability, professional liability and pollution liability claims pertaining to the Owner's projects. Supplier will provide Owner with Supplier and insurance carrier contact names and phone numbers. Supplier will be responsible for timely reporting of all claims and regulatory requirements, including MMSEA.

Nothing contained in this Article shall limit or waive Supplier's legal or contractual responsibilities to Owner or others.

### **3.25 PERMISSION REQUIRED**

Proposers awarded a contract shall not advertise, solicit, or publish, without Garland ISD's written consent, the fact that Proposer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

### **3.26 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 proposals, 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.

3.26.1 In addition to iSupplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit proposals and quotes electronically.

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

**3.27 SOURCING RESPONSIBILITIES**

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

Name of responsible party: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**3.28 FORCE MAJEURE**

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

**3.29 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) .

**3.30 ORACLE - iSUPPLIER**

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district’s E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier’s current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. **It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.**

**Does your company commit to participate in Oracle iSupplier?**  
\_\_\_\_\_ Yes \_\_\_\_\_ No

**THIS MAY BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR PROPOSAL.**

- 3.31** Garland ISD has implemented two initiatives to streamline the procure-to-pay process and enable strategic partners to exchange information electronically via **Oracle iSupplier Portal** and **Oracle Supplier Network (OSN)**.

The district has enabled electronic communication of bid notices. Notifications will not be mailed after this date. Therefore, make sure you carefully select appropriate products and services and keep contact information updated to ensure that your firm is notified of upcoming proposals/contracts.

Oracle Supplier Network (OSN) enables GISD and supplier the ability to electronically communicate purchase order data to the supplier utilizing a supplier network provided by Oracle.

Suppliers experienced with iSupplier shall include references indicating the date of implementation and contact information for the company.

**END OF SECTION**

**ATTACHMENTS**

Attachment A – Supplier Questionnaire

Attachment B – Deviation/Compliance Form

Attachment C – Confidential Information Declaration & Copyright Authorization Form

Attachment D – Certification for Criminal History Check

Attachment E – Insurance Requirements

Attachment F – Proposal Specifications

Attachment G – Certification Regarding Lobbying

Attachment H – Disclosure of Lobbying Activities

Attachment I – Instructions for Completing Disclosure of Lobbying Activities (SF-LLL)

Attachment J – Clean Air and Water Act

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

Attachment L

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

Attachment M-General Considerations and Specifications

## Attachment A Supplier Questionnaire

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

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

2. References: See **“Table 1: Project Reference Information”**

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

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. 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, specifications, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address: [www.txctpa.org](http://www.txctpa.org) Yes  No

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

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

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

## Attachment B

### 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

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #



## Attachment C Confidential Information Declaration & Copyright Authorization Form

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**The Proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the Proposer 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 proposals 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

---

Signature

Title

Date

**Attachment D**  
**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.

---

Signature

Title

Date

## Attachment E Insurance Requirements

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

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

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

The Proposer 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. Proposer 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 proposer 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 Proposer/prospective Proposer certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Proposal 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 Proposer 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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**ATTACHMENT F  
GARLAND INDEPENDENT SCHOOL DISTRICT  
PROPOSAL SPECIFICATIONS**

**SCOPE OF SERVICES AND REQUIREMENTS**

It is the desire of GISD to solicit quotes for Excess Worker's Compensation Insurance. Currently GISD is insured through Midwest Employers Casualty Company with a \$650,000 SIR. GISD would like quotes to include \$650,000 SIR along with other levels of retention the bidder would like to submit.

Due to the anticipated limited number of markets available for this line of insurance coverage, the markets will not be assigned and will be open on a first-come, first-serve basis with the stipulation that a bidder (Agency) can only solicit bids from a maximum of two insurers. National agents should coordinate their bid so that the agency selects no more than two markets. Bidders failing to comply with this stipulation will not be considered and those markets will be considered open. The incumbent agent will retain the current insurance market with Star Insurance Co.

Underwriting information such as 2021-2022 actual payroll, 10-year loss runs, concentration of risk, and employee numbers will be provided after the bidder has obtained a market to quote. Once the bidder obtains their market, please contact John King as soon as possible at [jpking@garlandisd.net](mailto:jpking@garlandisd.net), 972-487-4979.

This method limits making the underwriting information available to the general public in this RFP but allows legitimate bidders to have what they need.

Generally, Garland ISD has approximately 57,000 students, over 7,000 employees and approximately 4,800 teachers. The district has 49 elementary schools, 13 middle schools, and 7 high schools. There are 81 operating locations in the cities of Garland, Rowlett, and Sachse.

The GISD fleet has approximately 360 school busses and another 250-fleet staff and service vehicles driving over 5 million miles each year. The district and its various departments have won awards from the National Safety Association, Texas Association of School Officials, and Texas PRIMA in the area of loss reduction and innovation risk control. The Risk Management department has 5 full-time staff to aggressively address loss control and safety.

## Attachment G Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) 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.
- (2) 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 undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

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Name/Address of Organization

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Name/Title of Submitting Official

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Signature

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Date



## Attachment I

### (Instructions for Completing Disclosure of Lobbying Activities (SF-LLL))

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This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Request for Proposal (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
  - (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Attachment J**  
**Clean Air & Water Act**

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I, the Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102,

Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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Proposer Name

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Title of Authorized Representative

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Mailing Address

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Signature



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

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

(Before completing certification, read attached instructions on the following page.)

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

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Organization Name

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Name and Title of Authorized Representative

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Signature

Date

**Attachment L**  
**Certification Regarding Debarment, Suspension, Ineligibility and**  
**Voluntary Exclusion-Lower Tier Covered Transactions Instructions**

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

## ATTACHMENT M

### GENERAL CONSIDERATIONS AND SPECIFICATIONS

#### 1. Minimum Underwriting Requirements Applicable to liability insurance coverage.

- The named insured for all coverages shall be:

The school entity, the Board of Education of the school entity, all past and present trustees, directors, members of the Board of Education of the school entity, employees of the school entity, student teachers, and volunteers acting for, or on behalf of, the school entity solely within the scope of services contemplated by the school entity.

- Cancellation and Renewal:

A minimum cancellation provision of 60 days is requested in all policies in lieu of customary provisions. A minimum of 60 days notice of intent not to renew is also requested.

- General insurance provisions and Extensions:

**The policy effective date for all Workers' Comp Insurance is August 1, 2023. Coverages expire on August 31, 2023.**

The notice of claims provisions in policies should be modified to the effect that knowledge of actual or potential claim by the insured commences upon receipt of such information or advises by the Risk Management Department of Garland ISD.

All policies should be endorsed to the effect that failure to disclose all facts at the inception date of the coverage shall not prejudice the insurance, providing such failure is due to unintentional error or omission.

Binders are to be delivered to the Risk Management Department as soon as practical after acceptance by the insured, but not later than **August 1, 2023**

Automatic coverage for newly acquired vehicles is requested for a minimum of 90 days, except where otherwise extended by the provisions of the policy, subject to proper reporting to underwriters and, if applicable, payment of additional premium.

#### 2. Non-Admitted Insurance Company:

If non-admitted insurance carrier is quoted, the following items should be complied with:

- Best Rating of A:X is preferred.
- The carrier must be on the NAIC approved list and on the Surplus Stamping Office of Texas.
- A Cut through Endorsement must be contained in the policy (if reinsurance is purchased).

END OF SECTION