



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

REQUEST FOR PROPOSAL
GREASE REMOVAL SERVICES FOR STUDENT NUTRITION SERVICES (SNS)
PROPOSAL #199-26 (#196606)

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. CDT, January 8, 2026

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 Grease Removal Services for Student Nutrition Services (SNS) for the Garland Independent School District (GISD).

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire.

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

INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

Although we are legally required to accept paper RFPs, we strongly request that proposers submit this RFP electronically through the Oracle iSourcing module. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic RFP submission eliminates errors, eliminates unnecessary work, and is friendlier to the environment. **When filing this RFP electronically, do not submit a paper copy, as the electronic version will prevail.** However, in the unlikely event that you do submit a paper RFP, it is imperative that you only submit the hard copy document provided by the Purchasing Department with all of the required fields completed and delivered as instructed below in **DELIVERY OF PROPOSAL**.

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Alicia Lopez, Buyer at alopez@garlandisd.net

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

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to alopez@garlandisd.net no later than **December 12, 2025, 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 December 16, 2025, 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.

Please continue to monitor our website for any updates past the addendum date.

1.1.4 NUMBER OF COPIES (DISREGARD IF SUBMITTING ELECTRONICALLY THROUGH SOURCING)

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COMPLETE ORIGINAL COPY SUBMITTED ON ELECTRONIC FORMAT (FLASH/USB). 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:** (DISREGARD IF SUBMITTING ELECTRONICALLY THROUGH SOURCING) Delivery of proposals shall be in accordance with the procedures listed. Mark the sealed return envelope in the lower left-hand corner with RFP#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Proposals submitted via Commercial Carriers (other than USPS) or hand delivered: Garland ISD Purchasing Department 501 S Jupiter, Garland, Texas 75042. Submission must be received in the Purchasing Department and date/time stamped before the deadline.

Note: Submissions must be sealed and not exceed 14"x10"x5" to use the Purchasing Drop Box

Proposals submitted via the U. S. Postal Service:

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

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

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

1.1.6. 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" proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.10. 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.

The section in sourcing “Note to Buyer” is informational only. It will not govern the unit price or amend the format for pricing. The Compliance Form should be utilized for any deviations on unit price or packaging size.

1.1.11. MINIMUM QUANTITIES

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

1.1.12. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.13. 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.

1.1.14. 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. The District will not negotiate additional terms and conditions not included on the Compliance Form. All additional contracts, amendments, or exhibits will need to be submitted along with proposal to be considered.

1.1.15. 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.

1.1.16. 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.

1.1.17. 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 reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. MULTIPLE AWARDS

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

1.2.3. TIE PROPOSALS/EVALUATION FACTORS

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

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

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

1.2.4. 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.

1.2.5. 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).

1.2.6. 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.

1.2.7. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when submitting "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.

1.2.8. TERM OF CONTRACT

The term of the contract shall be from **March 1, 2026** (or date of award) through **March 30, 2027**, with contract renewing annually for four years unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

1.2.9. CONTRACT VALUE

The estimated annual value of this contract is **\$100,000**; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified).

1.2.10. 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 **for 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 but shall not exceed the Consumer Price Index – Food Away From Home for the previous year, most recent month.

1.2.11. PRICE ADJUSTMENTS

The parties acknowledge that the pricing set forth in this Agreement is based on agreed terms and conditions and known circumstances as of the Effective Date. In the event of a material increase in costs due to factors beyond the reasonable control of the Supplier. The District shall be provided written notice of any proposed price adjustment as soon as practicable, along with reasonable documentation supporting the cause and extent of the cost increase. The District will review the documentation and make a determination regarding the request within ten business days.

1.2.12. 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](#).

1.2.13. MARKET BASKET METHOD AND ADDING PRODUCTS

Garland ISD utilizes the "Market Basket" solicitation method that allows Garland to procure a list of products with varied pricing options and evaluate using a "total price cost analysis" or "simplified total cost analysis." Per TDA's ARM, Section 17, pages 67-70 [ARM Section17 Procurement 250902.pdf](#) when a CE plans to make purchases beyond the products listed on a current market basket contract, these purchases should be made using the appropriate procurement method: micro, small purchase, sealed bid, or competitive proposal.

However, if Garland ISD determines that adding the purchase of a limited number of products to a current market basket contract would be advantageous, Garland ISD may do so if:

The option to add products not included in the current market basket contract is described in the original solicitation and contract as a specific percentage of the estimated value of the contract. The specified percentage must be no more than 10% of the estimated value of the contract.

Adding new products to the contract must not cause the contract to exceed the estimated total value of the contract at the beginning of the contract year.

If the value for the purchase of the added products exceeds the specified percentage (no more than 10%), a separate procurement for those products will be conducted. The purchase of any additional products on an existing market basket

contract that exceeds the specified percentage (no more than 10%) is an unallowable cost.

Garland ISD includes written item specifications that have zero known estimated quantities. Vendors are highly encouraged to propose bid pricing on all written specifications. Any product with a zero quantity listed will be placed on a "catalog list" if Vendor is awarded. Garland has the right to add items from the "catalog list" throughout the contract term as long as the addition of product/products does not exceed the material change threshold of 10% of total contract value.

1.2.14. PRODUCT SUBSTITUTION

All substitutions require prior written approval by Garland ISD Student Nutrition Services. If applicable, the product substitution request must be accompanied with CN label or Nutritional Analysis information, and/or other product information. Garland ISD reserve the right to require the vendor to offer possible substitutes if any material or equipment becomes unobtainable during the term of the contract. Outstanding orders are not automatically amended by an approved substitution. The vendor must contact the qualified ordering entity 72-hours **prior** to shipment of the approved substitution.

If substitutions are made without prior written or verbal approval of the ordering entity, under Uniform commercial Code, the entity shall retain the Right to Remedy and purchase the product(s) from another supplier, charging the difference of the bid price to the vendor.

Bid pricing, based on "per serving cost", for the product substituted will apply to the substitute product unless substitute product is of lesser price and/or vendor can prove that reason for substituted product is not the fault of their own.

Garland provides all awarded contractors with estimated quantities.

Vendors may not substitute a product that does not meet the Buy America Provision. If a non-domestic substitution is made without a 72 hour notice to Garland ISD, contractor will be considered in breach of the awarded contract and may incur penalties as described in these Terms and Conditions.

1.2.15. ADDITIONAL GOODS AND/OR SERVICES

Garland ISD may request special pricing for new goods and/or services throughout the term of the contract. New goods and/or services must have prior written approval from Garland ISD. Only goods and/or services not specified elsewhere in the contract may be considered new. The additional goods and/or services allows Garland ISD to order items under the umbrella of a "market basket" see definition above. 1) "Additional Goods and/or Services" shall cover all items carried by the successful vendor that are not specifically listed on the item specifications. 2) The addition of new goods and/or services shall not exceed 10% of the contract value. Garland ISD remains the right to add new goods and/or services at the time of each-year extension option, if all parties are in agreement, for the following reasons:

Allows for the replacement of items that were discontinued during the contract year if no other comparable item is available on bid;

Allows for the replacement of goods and/or services that no longer meet the needs of Garland ISD due to nutritional changes or

Allows for the addition of new goods and/or services introduced by existing awarded vendors that may better serve Garland ISD needs. Goods and/or services may not be added to avoid competitive procurement procedures. The addition of new goods and/or services cannot materially change the contract between Garland ISD and the vendor. Garland ISD may reject any proposed addition without cause, in its sole discretion.

1.2.16. MATERIAL CHANGE

If a material change occurs to a contract entered into between Garland ISD and vendor, the contract will not be renewed upon the conclusion of its term. Upon the expiration of the term, Garland ISD may issue a new Bid for the goods or services procured under the previously existing contract. Material change means a modification that substantially exceeds and / or alters the terms of the original contract between Garland ISD and the vendor and/or the total contract value greater than 10%. The following anticipated and unanticipated changes are to be considered as well do not qualify as a material change: 5% upward or downward trend in student enrollment and/or participation to allow flexibility for program growth or decline of unanticipated program and/or regulation changes.

1.2.17. MANUFACTURER GUARANTEE

A manufacturer's total satisfaction written guarantee shall be required, in accordance with Uniform Commercial Code (UCC), for the one-year Agreement term, with Garland ISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specification. The items will then and after adequate time to remedy, be replaced without charge to Garland ISD. This will be provided at no additional cost to Garland ISD during the term of the contract.

1.2.18. OVERSIGHT – MANAGEMENT OF CONTRACT

The District will utilize Oracle Blanket Purchase Agreements to manage delivery and receipt, cost and items purchased.

1.2.19. HACCP REQUIREMENTS

Vendors are required to have, and follow, written Hazard Analysis Critical Control Point (HAACP) program procedures. HACCP procedures must be provided with the proposal submission or made available for review.

1.2.20. PRODUCT RECALL PROCEDURES

Pursuant to USDA requirements, vendors are required to have, and follow written Product Recall Procedures, which includes a primary and secondary point of contact. If a product recall is instituted on any good that has been furnished and delivered to Garland ISD, vendor must immediately (i.e., within 24 hours but preferably sooner) notify Garland ISD Director of Student Nutrition Services by e-mail or in writing and must include all pertinent information relating to the recall. If vendor is unable to contact Director of Student Nutrition Services, vendor must contact Assistant Director of Student Nutrition Menu Operations. Vendor will be responsible for all costs associated with replacing the recalled product, including replacement cost, shipping charges, etc. This requirement shall survive payment

and acceptance of the goods. **Vendor is required to submit their Recall Procedures to satisfy proposal submission requirements.**

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.

2.1.5. 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.

2.1.6. 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).

2.1.7. 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.

2.1.8. 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.

2.1.9. 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 Solicitation being considered non-responsive.

2.1.10. 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.

2.1.11. 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.

2.1.12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

40 U.S.C. 327-330 Sections 103 and 107 as supplemented by Department of Labor regulations (29 CFR Part 5)

Required inclusion when applicable to the services and/or products to be procured for solicitations/contracts that involve mechanics or laborers exceeding \$100,000 using federal funds; establishes standards for hourly and salaried employees related to workweek and overtime.

2.1.13. COPELAND ANTI-KICKBACK ACT

(18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)

Required inclusion in construction solicitations/contracts using federal funds; prohibits a contractor or subcontractor from inducing kickbacks from employees.

2.1.14. DAVIS-BACON ACT

40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations (29 CFR Part 5) Required inclusion in construction solicitations/contracts exceeding \$2,000 using federal funds; requires contractors and subcontracts to include actual wage determinations in bid specifications and contracts.

2.1.15. 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).

2.1.16. EQUAL EMPLOYMENT OPPORTUNITY

41 CFR, Chapter 60. Executive Order 11246 of September 24, 1965, entitled *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60) Required inclusion in construction solicitations/contracts using federal funds; prohibits hiring practices that do not provide an equal opportunity of all persons without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.1.17. RECORD RETENTION REQUIREMENTS

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

2.1.18. 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.

2.1.19. 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.ed.gov/sites/ed/files/2024/01/Disclosure-of-Lobbying-Activities.pdf>

2.1.20. 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.

2.1.21. BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2271, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

2.1.22. 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.

2.1.23. 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.

2.1.24. MILK IMPORTS

The Garland ISD will not purchase milk, cream, butter, or cheese, or a product consisting largely of one or more of these items that has been imported from outside the United States. (This restriction does not apply to the purchase of milk powder if domestic milk powder is not readily available in the normal course of business). Proposer certifies that it is not bidding such prohibited products.

2.1.21. 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.

2.1.22. 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.

2.1.23. 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.

2.1.24. CIVIL RIGHTS DISCRIMINATION

Supplier certifies that does not discriminate on the basis of age, color, disability, national origin, race, and gender. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the American with Disabilities Act and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities).

2.1.25. HEALTH AND SAFETY CERTIFICATION

Supplier certifies compliance with applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use food establishment, and authorized providers.

2.1.26. RIGHTS TO INVENTIONS (PERTAINING TO PATENT RIGHTS, COPYRIGHT AND RIGHTS)

37 CFR 401.2 Required inclusion, if applicable to solicitations/contracts using federal funds; requires all contractors to observe all applicable patent rights, copyright, and rights laws in operating the program.

2.1.27. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE

By responding to this solicitation supplier certifies that efforts have been made to encourage and facilitate participation by small businesses, minority owned firms, and women's business enterprises whenever to the maximum extent possible.

2.1.28. 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.

2.1.29. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees (if total amount awarded exceeds \$150,000), 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.

2.1.30. 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. 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. 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.**

3.3. **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.

3.4. **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 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:

- 3.4.5. Invoice is received at the address indicated on the purchase order
- 3.4.6. Pricing on the invoice matches the price on the purchase order
- 3.4.7. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.4.8. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.9. Unique invoice number used for each billing
- 3.4.10. Merchandise has been received.
- 3.4.11. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

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

3.5. **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.**

3.6. **NO SMOKING POLICY**

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

3.7. **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.

3.8. 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.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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 one hundred and twenty (120) 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 Solicitor'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.

3.15. 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.

3.16. 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.

3.17. 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)

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

3.21. 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 and GISD General Counsel 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 or GISD General Counsel ONLY throughout the term of the contract.

During the negotiation phase, the firm hereby agrees that any costs associated during negotiations of this RFP will be the sole responsibility of each party. At any time during this phase, the District reserves the right to end the negotiation in writing and initiate negotiations with the next highest-ranked firm.

3.23. E-COMMERCE PARTNER

Garland ISD has implemented an online module and will require the successful supplier to utilize this application. The district may elect to implement a new collaboration module during the contract term.

The current module is through Oracle iSupplier. 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. The current ERP also allows the supplier to

input invoices through the portal if permitted by Garland ISD. In addition to iSupplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit 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>.

3.24. ORACLE BULK LOAD CATALOGS

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.

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website <https://garlandisd.net/connect/how-do-business-us>. This information should be submitted on a flash drive or USB with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

Data Field	Content
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)
Description	Description of the item from your database (no more than 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information
*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

*Optional Fields

AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET. Otherwise, PO's will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

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.

ACCEPTANCE TO USING ONLINE COLLABORATION MODULE WILL BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR PROPOSAL.

3.25. 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.

3.26. 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 FAST Pass to arrange an appointment for employees to be fingerprinted. 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 Penny Dabbs, Administrative Assistant to the Executive Director of Purchasing at PLDabbs@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 Rod McHenry, Auxiliary HR Director of Fingerprinting/Investigations, at 972-487-3070. 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. SHIPPING AND DELIVERY

4.1. 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.

4.2. PICKUP AND DELIVERY TIMES

Pickup and delivery will be made between the hours of 7:00AM and 1:00PM Monday through Friday, excluding school holidays. Purchase Order will provide Ship to address.

4.3. 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.

4.4. 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.

4.5. 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.

4.6. 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

SCOPE OF WORK

1. Required Forms

All Required Forms MUST be completed. Scan and attach all applicable forms to this solicitation / negotiation. Do not use webpage links or other forms of communicating the information that will expire. For further instructions, refer to Sourcing (Electronic Bidding) Training Simulations is available at <http://www.garlandisd.net/content/how-do-business-us>.

2. Line Pricing

Each line item must be proposed as specified, including description and unit of measure. Any questions regarding unit of measure must be resolved between the prospective proposer and the District Purchasing Department in accordance with the Item #2 above. Failure to propose specified description and unit of measure may be cause for rejection of proposal for the item(s) in question. Refer below for information regarding bidding of “or equals” and alternates. The district will make the sole determination regarding Approved Equals.

3. Bidding an “or Equal”:

When bidding an “or Equal”, vendor must indicate pricing on the base line provided. Do not add additional lines. Vendor must indicate in their proposal the brand and model/catalog number being offered. Include with your proposal any catalogs, brochures or other information relative to the characteristics of the product on which you are offering. For your bid to be considered you must show your comparable specification for each item in the related field. Service to be done on all campuses and up to 2 to 3 times a year (as needed).

4. Bidding Alternates:

Alternates will not be accepted for this bid. Vendors must propose according to the line item description and unit of measure specified.

5. Supplemental Information

Scanned attachments may be provided at the line level when submitting requested information, or providing district personnel adequate literature, to evaluate the quotation product as “or equal”. Failure to do so **will** result in the rejection of this quotation. Manufacturer Model/Part # must be provided when proposing “or equal” items. Absence of manufacturer and part number is considered responding per specification. [Sourcing \(Electronic Bidding\) Training Simulations](http://www.garlandisd.net/content/how-do-business-us) is avail-able at <http://www.garlandisd.net/content/how-do-business-us>.

6. Removal of Grease

Provide removal of grease and cleaning of trap located in grease traps for Student Nutrition Services kitchen areas at various campuses. Traps will have grease removed according to health department guidelines with any deviations noted. Size of traps will vary based on location and bidders will quote on the size rather than location. Work will typically be completed after hours of normal business to not interfere with educational process.

Trip tickets will be provided to main office for review and dispersed to service locations after grease removal completed.



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

Bid Number/Title: 196606 199-26 Grease Removal Services

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON JANUARY 08, 2026. Mark the sealed return 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.)

Read the instructions carefully before submitting a response, failure to complete the form properly may result in disqualification of the line item, or the entire bid.

Minimum Requirements	Weight	Max Score	KO Score	Response
Do you agree to Jurisdiction and Venue as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	
Do you agree to GISD Indemnification Provision as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated. Please confirm by responding "Yes" that you have read and understand this instruction.	Required			
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Deviation Compliance Form attached to this solicitation.	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			
Does your firm agree to the E-commerce requirements attached to this solicitation? Enter Yes or No	Required	30	30	
If your company has agreed to the E-Commerce requirements, provide the Name, Telephone Number; and E-mail address of the staff member responsible for this function e.g., Joe Technology,	Optional			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
972.123.4567, Jtechnology@anycompany.com				
Identify the state in which the proposer's principal place of business or main corporate office is located.	Required			
Proposer's principal place of business is located within the boundaries of the Garland Independent School District?	Required			
The Garland ISD has authorized district employees to use a credit card(Bank of America Master Card) to make purchases for business purposes. Will your company accept these credit card purchases?	Required	20	20	
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? If yes, attach a copy of the certification with the Request for Proposal/Bid response.	Required			
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? For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com .; Enter Yes or No	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to honor orders for items or services included herein which may be placed by these entities?	Required			
Identify references by providing Organization, Contact Name, and Telephone # e.g., Garland ISD, Joe Smith, 972-487-3009.	Required			
All required forms must be signed and submitted with the response. Have you attached the signed required forms?	Required			
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? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org ;;;; ;Enter Yes or No	Required			
Are the contents of this response considered Confidential or Proprietary? Enter Yes or No If Yes, please identify the information declared Confidential or Proprietary, i.e. prices, ingredients, references, in space provided.	Required			
Has your firm, or any parent, subsidiary, or affiliated company, been involved in any litigation, arbitratin, or claims (pending or resolved) within the past five (5) years related to a K-12 projects in Texas? (Answer Yes or No). If yes, provide the following: Project name and owner (district) Case style and cause number Court or arbitration	Required			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
forum Nature of the claim(s) Resolution or current status.				

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

1	50 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
2	750 GALLON GREASE REMOVAL	Each	5				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
3	1000 GALLON GREASE REMOVAL	Each	52				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
4	1500 GALLON GREASE REMOVAL	Each	3				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
5	1600 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
6	2000 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
7	2200 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
8	2500 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
9	3000 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
10	3200 GALLON GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
11	3300 GALLON GREASE REMOVAL	Each	1				

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
12	50 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
13	750 GALLON "WILL CALL" GREASE REMOVAL	Each	5				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
14	1000 GALLON "WILL CALL" GREASE REMOVAL	Each	52				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
15	1500 GALLON "WILL CALL" GREASE REMOVAL	Each	3				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
16	1600 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
17	2000 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
18	2200 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
19	2500 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
20	3000 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			
21	3200 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

22	3300 GALLON "WILL CALL" GREASE REMOVAL	Each	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	1	-			
23	PER GALLON GREASE REMOVAL	Gallon	1				
	Cost includes Pumping, Cleaning, Transportation, and Disposal	Yes	1	-			
24	Waste Spillage	Gallon	1				

Bid Number/Title: 196606 199-26 Grease Removal Services

Company Name:	Company Address:
Title:	
Signature: Date:	

EXCEPTIONS

Item No	Description	UOM	Quantity
---------	-------------	-----	----------

Item Lines with No attributes:

24	Waste Spillage	Gallon	1
----	----------------	--------	---

Item Lines with Quantity =1 :

1	50 GALLON GREASE REMOVAL	Each	1
5	1600 GALLON GREASE REMOVAL	Each	1
6	2000 GALLON GREASE REMOVAL	Each	1
7	2200 GALLON GREASE REMOVAL	Each	1
8	2500 GALLON GREASE REMOVAL	Each	1
9	3000 GALLON GREASE REMOVAL	Each	1
10	3200 GALLON GREASE REMOVAL	Each	1
11	3300 GALLON GREASE REMOVAL	Each	1
12	50 GALLON "WILL CALL" GREASE REMOVAL	Each	1
16	1600 GALLON "WILL CALL" GREASE REMOVAL	Each	1
17	2000 GALLON "WILL CALL" GREASE REMOVAL	Each	1
18	2200 GALLON "WILL CALL" GREASE REMOVAL	Each	1
19	2500 GALLON "WILL CALL" GREASE REMOVAL	Each	1
20	3000 GALLON "WILL CALL" GREASE REMOVAL	Each	1
21	3200 GALLON "WILL CALL" GREASE REMOVAL	Each	1
22	3300 GALLON "WILL CALL" GREASE REMOVAL	Each	1
23	PER GALLON GREASE REMOVAL	Gallon	1
24	Waste Spillage	Gallon	1

1. **Certification of Criminal History Check**

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 (Attached) only, prior to beginning services.

Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on the Certification for Criminal History Check – Attachment D provided. A “covered employee” is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, if 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 close proximity to, one or more students. A successful proposer shall be required to immediately remove from District’s property or other location where students are regularly present any covered person who has been convicted 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.

2. **Assignment of Rights Documentation**

The Garland ISD deems it necessary to ensure that both Purchase Orders and payments be issued to the same entity, either Broker or Manufacturer. Brokers who submit bids on behalf of multiple Manufacturers, and represent Manufacturers who will receive the Purchase Orders and payments, must complete the attached Garland Independent School District Assignment Form for each Manufacturer represented.

Instructions are as follows:

Item 1: In space provided, insert Broker name and address.

Item 2: In space provided, insert the name and address of the Manufacturer to which the contract is being assigned and to whom purchase orders and payments will be issued.

Item 4: Complete each line under **Broker:**

Complete each line under **Manufacturer:**

Sign and return the Assignment Form with the Request for Proposal.

EVALUATION CRITERIA

	Parameters:	Max Points
1	The purchase price	40
2	The reputation of the vendor and of the vendor's goods or services	0
3	The quality of the vendor's goods or services	30
4	The extent to which the goods or services meet the district's needs	30
5	The vendor's past relationship with the district	0
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

Compliance Form

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

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Sourcing Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

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

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

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

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

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

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

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

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

Or

- ☐ Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:
- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so.

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

Signature

Title

Date

Confidential Information Declaration & Copyright Authorization Form

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

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

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

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

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

Printed Name

Signature

Title

Date

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

DEFINITIONS

Covered Contracts/Subcontract

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently \$50,000) under a grant or sub-grant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including
- a. Consultant.
 - b. Principal investigators.
 - c. Providers of audit services required by the TDA or federal funding source.
 - d. Researchers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Contractor Representative

Date

Printed/Typed Name of
Contractor Representative

Printed/Typed Title of
Contractor Representative

Garland Independent School District

Assignment Form

1. Whereas, in response to Garland ISD, RFP #199-26 Grease Removal Services for Student Nutrition Services (SNS) (“Broker”) submitted a Bid to _____

(Insert Broker name and address)

provide Grease Removal Services for Student Nutrition Services (SNS) to

Garland ISD, and through a competitive process, Broker was awarded a contract by Garland ISD, identified as _____ and a true copy of which is attached as Exhibit A: and

2. Whereas, Broker desires to assign all rights, duties and obligations it may have under such contract to _____

(“Manufacturer”),

(Insert name and address of Manufacturer to which the contract is assigned)

and Manufacturer agrees to assume all such rights, duties and obligations: and

3. Whereas, Garland ISD consents to such assignment;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

For good and valuable consideration, the sufficiency and payment of which is hereby acknowledged, Broker hereby assigns to Manufacturer all rights, duties and obligations Broker may have under its contract with Garland ISD identified above and attached hereto as Exhibit A, including without limitation the obligation to provide the goods and/or services identified above or in Exhibit A, and to receive all payments and monies for such goods and/or services.

For good and valuable consideration, the sufficiency and payment of which is hereby acknowledged, Manufacturer hereby accepts and agrees to undertake all of Broker’s rights, duties and obligations under Broker’s contract with Garland ISD identified above, including without limitation the obligation to provide the goods and/or services identified above or in Exhibit A and the right to receive all payments and monies for such goods and/or services upon delivery and performance.

Garland Independent School District hereby consents to this Assignment. In consideration for such consent, Broker agrees that it will be held as surety for the proper performance of this

contract by Manufacturer, and further that, upon demand by Garland Independent School District, Broker will perform or cause to be performed all obligations assigned by it in this assignment.

4. This Assignment is binding when signed by an authorized representative of each party. Each signatory below represents that he or she is fully authorized to enter into this agreement on behalf of the party represented.

Broker:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Manufacturer:

Signature: _____

Name: _____

Title: _____

Date: _____

Garland Independent School District

Signature: _____

Printed Name: Darrell Dodds

Title: Chief Financial Officer

Date: _____