



**GARLAND INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**501 S. Jupiter  
Garland, Texas 75042**

**REQUEST FOR PROPOSAL**

**LED Displays, Supplies and Services For Student Nutrition Services Re-bid (SNS)**

**RFP # 25-23 (SOURCING #69539)**

**PLEASE SUBMIT RFP NO LATER THAN  
10:30A.M. CDT, January 17, 2023**

**The District Offices will be closed December 19, 2022 through January 2, 2023**

You are invited to submit a RFP to provide **LED Displays, Supplies and Services For Student Nutrition Services (SNS)** for the Garland Independent School District (GISD).

The term of this contract shall be **January 31, 2023** (or date of award) through **January 31, 2024 with the option to renew for two one -year terms.**

This RFP includes Instructions to Proposers, Award/Evaluation of RFPs, Certifications, Terms and Conditions, Compliance Form, Specifications, and Required Forms.

**REQUESTS FOR COMPETITIVE SEALED RFPS WILL BE THE ONLY DOCUMENTS READ ALOUD.**

Company Name

Address

City

State

Zip

Authorized Representative Name

Title

Signature

Printed Name

Email Address

Telephone #

Fax #

Mark A. Booker  
Executive Director of

## INSTRUCTIONS TO PROPOSERS

**Should the district external (DMZ) server become unavailable after 8:00A.M. on the date the solicitation is due, the response is due the next business day. The Purchasing department must be notified immediately at 469-269-8792 and confirm the system outage for this extension to activate.**

### 1.1 Submission of RFPs

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 (469) 269-8792, if you require any assistance with this submittal. Electronic RFPing 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 RFP**.

#### 1.1.1. CLARIFICATION OF SPECIFICATIONS

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

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

#### 1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [Bids@garlandisd.net](mailto:Bids@garlandisd.net) and a copy to [mjcobar@garlandisd.net](mailto:mjcobar@garlandisd.net) no later than **January 3, 2023 at 12:00p.m. CDT**. Response will be given by addendum. Questions are responded to by addendum.

#### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **January 6, 2023 at 4:00p.m. CDT**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

#### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) COMPLETE ORIGINAL RFP RESPONSE AND ONE (1) COMPLETE RFP COPY SUBMITTED ON ELCTRONIC FORMAT (FLASH/CD). ENSURE THE SUBMISSION IS CLEARLY LABELED.

**DELIVERY OF RFP:** Delivery of RFPs 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 RFP submission, you may call Purchasing at 469-269-8792 during normal operating hours.

**Proposals submitted via USPS, Commercial Carriers or hand delivered:** Garland ISD Purchasing Department (*temporary relocation address*) 409 N. First Street, Garland, Texas 75042. Submission must be received in the Purchasing Department and date/time stamped before the deadline.

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

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

**1.1.5. SIGNED ORIGINAL**

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

**1.1.6. LATE SUBMISSIONS**

RFPs 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 RFPs.

**1.1.7. OTHER FORMS OF SUBMISSION**

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

**1.1.8. AUTHORIZED SIGNATURE**

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

**1.1.9. FORMAT FOR PRICING**

RFPs written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the RFP. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

**1.1.10. MINIMUM QUANTITIES**

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

**1.1.11. WITHDRAWING RFPs**

No RFP may be withdrawn prior to opening of RFPs 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. RFPs become the property of Garland ISD upon receipt.

**1.1.12. RFP TABULATIONS**

Proposers desiring a RFP tabulation sheet resulting from this Request for RFP may visit our web site at <http://www.garlandisd.net/connect/do-business/RFP-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 469-269-8792 and we will forward you a copy via email.

**1.1.13. DEVIATIONS**

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

**1.1.14. 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.

**1.1.15. COPYRIGHT PROTECTION**

RFPs 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 RFP 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 RFP.

**1.1.16. POST-SUBMISSION CHANGES**

A RFP 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) RFP [Local Government Code Subchapter B, Sec. 271.026].

**1.2 Award/Evaluation of RFPs****1.2.1. WAIVING INFORMALITIES**

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any RFP, waive minor RFP formalities/technicalities and award the RFP 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. RFPs shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

**1.2.3. TIE RFPs/EVALUATION FACTORS**

Tie RFPs, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise RFPs, which reflect a tie

in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031 (b) and set forth below:

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

#### **1.2.4. UNIT OF MEASURE**

Each line item must be proposed using the same unit of measure as requested by this Request for RFP. 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 RFP 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 RFP 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 RFP when submitting "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the RFP product as "or equal". Failure to do so will result in the rejection of your RFP.

### **1.2.8. CONTRACT VALUE**

The estimated annual value of this contract is **\$74,999**; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified).

### **1.2.9. PRICE ESCALATION PROVISIONS**

The District may elect to place several orders during the term of this Request for RFP. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. Increases may be submitted for approval but shall not exceed the Dallas-Fort Worth-Arlington Area Consumer Price Index - for the previous year.

### **1.2.10. 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](#).

### **1.2.11 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 (<https://squaremeals.org/Portals/8/files/ARM/ARM Complete 200812.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 RFP, 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 RFP 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.



### **1.2.12 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 RFP price to the vendor.

RFP 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.

### **1.2.13 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 RFP;

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.

#### **1.2.14 MATERIAL CHANGE**

If a material changes 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 my issue a new RFP 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 to quality 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.

#### **1.2.15 WARRANTY**

All goods and/or services provided by the vendor under this Agreement shall not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended (the “FDC Act”) for the period during which the vendor’s guaranty is effective. Vendor guarantees that no Products shall be classified as hazardous materials subject to Department of transportation regulations contained in 49 CFR 177.800 – 177.870. If the vendor/manufacture’s warranty is less than the indicated period, the vendor shall warrant the goods and/or services to the full extent as provided by the vendor/manufacture. Garland ISD will endeavor to give the contractor written notice of the breach of warranty within thirty (30) days of the discovery of the breach of warranty, but failure to give timely notice shall not impair Garland ISD rights under this section. Vendor warrants that any services rendered by the vendor in relation to warranty of items will be fully and timely performed in a professional and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Agreement, and all applicable Federal, State and local laws, rules and regulation. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including, without limitation, those detailed in the procurement solicitation issued by Garland ISD. In addition, vendor warrants that goods and/or services are suitable for and will perform in accordance with the purchases for which they are intended. Vendor shall assume all liabilities incurred within the scope of the consequential damages and incidental expenses as set forth in the vendor or manufacture’s warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement, the procurement solicitation, or Purchase Order.

#### **1.2.16 WARRANTY MAINTENANCE AGREEMENT**

Any information regarding warranties and/or maintenance agreements pertaining to the goods and/or services in this solicitation shall be noted. The vendor shall provide warranty information and/or company guarantees concerning the goods and/or services proposed. Goods and/or services that is found to be defective shall be replaced or fully repaired to the satisfaction Garland ISD before payment is made.

#### **1.2.17 LIMITATION FO WARRANTY**

Vendor shall not limit, exclude or disclaim the foregoing warranty of any warranty implied by law, and any attempt to do so shall be without force or effect.



### **1.2.18 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.

### **1.2.19 OVERSIGHT – MANAGEMENT OF CONTRACT**

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

### **1.2.20 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.

## **2. CERTIFICATIONS**

### **2.1. CERTIFICATION AFFIRMATIONS**

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

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

Proposer affirms that its company, corporation, firm, partnership or individuals response to this RFP 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 RFP.

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

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

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

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

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

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its RFP 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 RFP and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed RFP.

**2.1.5. PUBLIC INFORMATION**

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

**2.1.6. FUNDING AGREEMENTS**

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

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

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

**2.1.8. ENERGY POLICY AND CONSERVATION ACT**

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

**2.1.9. RECORD RETENTION 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.

**2.1.10. RECOVERED MATERIALS**

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

resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

<https://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

#### **2.1.12. 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 RFPding such prohibited products

#### **2.1.13. 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.

#### **2.1.14. 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.

#### **2.1.15. PROHIBITED TRANSACTION**

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

#### **2.1.16. 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.

#### **2.1.17 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).

#### **2.1.18 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.

#### **2.1.19 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.

#### **2.1.20 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.

#### **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 sub awards 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. 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.

#### **2.1.25. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES**

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this RFP must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at [www.ethics.state.tx.us/index.html](http://www.ethics.state.tx.us/index.html).

#### **2.1.26. 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. MATERIAL SAFETY DATA SHEETS

Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).

#### 3.3. HAZARDOUS MATERIALS USAGE NOTIFICATION

Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.

#### 3.4. 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 RFP. 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 RFP into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

#### 3.5. 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.**

#### 3.6. PAYMENTS VIA ACH

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

**3.6.1.** Invoice is received at the address indicated on the purchase order

**3.6.2.** Pricing on the invoice matches the price on the purchase order



- 3.6.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.6.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.6.5. Unique invoice number used for each billing
- 3.6.6. Merchandise has been received.
- 3.6.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

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

### **3.7. 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.**

### **3.8. NO SMOKING POLICY**

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

### **3.9. CHOICE OF LAW/VENUE**

This Request for RFP 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 RFP or any resulting purchase orders shall be in Dallas County, Texas.

### **3.10. 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 RFP (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

### **3.11. 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.

### **3.12. OVERCHARGE CLAIMS**

Successful proposer(s) hereby assigns to purchase any and all claims for overcharges associated with any contract resulting from this Request for RFP 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.

### **3.13. PURCHASE ORDER SHORTAGES**

If applicable to "Food Service" commodities, when/if a vendor "shorts" a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still

required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor's expense.

**3.14. ASSIGNMENT OF CONTRACT**

Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void. Indicate below if Purchase Orders and payments will be made to the Broker or Manufacturer. Both Purchase Orders and payments must be made to the same entity.

Broker \_\_\_\_\_ Manufacturer \_\_\_\_\_

**3.15. 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 RFP 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.

**3.16. 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.

**3.17. CANCELLATION FOR CONVENIENCE**

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for RFP at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a ninety (90) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Solicitation order's address appearing on the face of the Request for RFP (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.

**3.18. 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.

**3.19. AGREEMENT BETWEEN PARTIES**

The Contract Document consists of this RFP 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.

**3.20. 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.

**3.21. 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.**

**3.22. 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.

**3.23. 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.

**3.24. AUTHORIZED NEGOTIATORS**

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

**3.25. E-COMMERCE PARTNER**

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard

internet browser, to information such as Solicitations, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

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

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

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

### 3.27. **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.

### 3.28. **FINGERPRINTING REQUIREMENT**

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

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

#### **Criminal History Checks**

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

At a minimum, the company recommended for award shall:

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

All suppliers must:

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

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

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

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

## **4. 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 8:00AM and 2:00PM 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 Solicitationder(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**

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

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





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

**Bid Number/Title: 69539 25-23 LED Displays, Supplies and Services for SNS**

**PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON JANUARY 17, 2023. 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 GUSD 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 <b>MUST</b> 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. | <b>Required</b> |                |           |                           |
| Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Compliance Form attached to this solicitation.   | <b>Required</b> | 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   | <b>Required</b> |                |           |                           |
| Does your firm agree to the E-commerce requirements attached to this solicitation? Enter Yes or No   | <b>Required</b> | 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,  | <b>Optional</b> |                |           |                           |

| General   | Required | Scoring Weight | Max Score | Response<br>(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? Enter Yes or No   | 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? Enter Yes or No  | 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 <a href="http://www.epcnt.com">www.epcnt.com</a> ;;;; ;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? Enter Yes or No   | 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 " <a href="http://www.txctpa.org">http://www.txctpa.org</a> ", <a href="http://www.txctpa.org">www.txctpa.org</a> ;;; Enter Yes or No | Required |                |           |                              |
| Identify three (3) references by providing Organization, Contact Name, Telephone and Email Address # e.g., Garland ISD, Joe Smith, 972-487-3009 jsmith@yahoo.com  | Required |                |           |                              |
| All required forms must be signed and submitted with the response. Have you attached the signed required forms?; ;Enter Yes or No   | Required |                |           |                              |
| To offer additional goods and or services for items not specifically listed herein, complete the attached Electronic Price List including the cost for;freight and inside delivery.;Is your completed Electronic Price List attached to the response?   | Required |                |           |                              |

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**LINE INFORMATION**


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

|          |  |            |    |   |  |  |  |
|----------|--|------------|----|---|--|--|--|
| <b>1</b> | LED Display 55" minimum screen size  | Each       | 50 |   |  |  |  |
|          | LED  | <b>Yes</b> | 0  | - |  |  |  |
|          | Commercial Grade   | <b>Yes</b> | 0  | - |  |  |  |
|          | 3 Year Warranty  | <b>Yes</b> | 0  | - |  |  |  |
|          | Configuration and Installation Included<br>(mounting brackets, accessories for install | <b>Yes</b> | 0  | - |  |  |  |
|          | Shipping Included  | <b>Yes</b> | 0  | - |  |  |  |
|          | HDMI - Includes at least one HDMI port for<br>connection to devices                    | <b>Yes</b> | 0  | - |  |  |  |
|          | Hard Wired - Ready to plug into standard data<br>port on network                       | <b>Yes</b> | 0  | - |  |  |  |
|          | Please include all the requested attributes in the<br>total price                      | <b>Yes</b> | 0  | - |  |  |  |

**Bid Number/Title:** 69539 25-23 LED Displays, Supplies and Services for SNS

|                                |                         |
|--------------------------------|-------------------------|
| <b>Company Name:</b>           | <b>Company Address:</b> |
| <b>Title:</b>                  |                         |
| <b>Signature:</b> <b>Date:</b> |                         |

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**EXCEPTIONS**

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

Item Lines with No attributes:

Item Lines with Quantity =1 :

# **GARLAND INDEPENDENT SCHOOL DISTRICT**

## **Instructions and Required Forms**

### **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.

### **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>.



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.

|   | Parameters:   | Max Points |
|---|---|------------|
| 1 | The purchase price  | 40         |
| 2 | The reputation of the vendor and of the vendor's goods or services  | 30         |
| 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   | 0          |
| 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<br>B. employs at least 500 persons in this state | 0          |
|   | Total Points  |            |

## Compliance Form

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

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

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

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Company Name

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Address

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City

State

Zip

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Printed Name

Title

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Signature

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Email Address

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Telephone #

Fax #

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

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

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

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

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

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

**Or**

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

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

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Signature

Title

Date

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

**DEFINITIONS**

**Covered Contracts/Subcontract**

(1) Any non-procurement 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**

|                                      |   |
|--------------------------------------|---|
| <b>Name of Business (Contractor)</b> | <b>Vendor ID No. or Social Security No.</b> |
|--------------------------------------|---|

(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