



**GARLAND INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

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

RFP #122-01-15 DRUPAL DESIGN AND DEVELOPMENT (31477)

This Document includes Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated. **(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.)**

Total Pages: 12

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

Company Name

Address

City

State

Zip

Authorized Representative Name

Title

Signature

Printed Name

Email Address

Telephone #

Fax #

Mark A. Booker

Mark A. Booker
Director of Purchasing

INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals:

1.1.1. **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.**

1.1.2. Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department
501 S. Jupiter, Garland, Texas 75042

Proposals submitted via the U. S. Postal Service are to be mailed to:

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

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

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is not considered as delivery to the Purchasing Department.

- 1.1.3. Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above).
- 1.1.4. 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.
- 1.1.5. Oral or telegraphic proposals transmitted via the District's facsimile machine or by email are not acceptable. **DO NOT FAX OR EMAIL YOUR PROPOSALS.**
- 1.1.6. Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".
- 1.1.7. All pages of this Request For Proposal are to be returned with your proposal. It is the proposer's responsibility to ensure the number of pages received is the same number listed on the front of this document. Proposer shall contact the Purchasing Department if discrepancies exist.
- 1.1.8. All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

- 1.1.9. 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.
- 1.1.10. The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request For Proposal marked "NO BID". Failure to follow this procedure will result in your firm being removed from the mailing list!
- 1.1.11. Proposers desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at www.garlandisd.net/departments/purchasing/bidtabulation.asp. 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.
- 1.1.12. Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Deviation/Compliance Form – Attachment A, attached hereto – not on a cover letter, catalog, etc.
- 1.1.13. Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form - Attachment B. 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.
- 1.1.14. Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form – Attachment B. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form – Attachment B, bidders 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 bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

- 1.1.15. 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. The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- 1.2.2. The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices 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 under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)
- 1.2.3. The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.
- 1.2.4. The Garland Independent School District may give preference to products made of recycled materials if the products meet applicable specifications and standards and no extra cost is involved. Proposers are requested to assist the GISD in identifying (1) procedures or specifications that discriminate against products made of recycled materials (2) products made of recycled materials, and (3) products that may be recycled after serving their intended use.
- 1.2.5. Proposers offering recycled products are to indicate "Recycled Product" beside applicable item(s) on proposal sheet.
- 1.2.6. 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!

- 1.2.7. 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
- 1.2.8. Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.
- 1.2.9. Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request For Proposal.
- 1.2.10. Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department in accordance with 1.1.3. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.
- 1.2.11. 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).
- 1.2.12. 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. (Refer to Supplier Questionnaire)

2. CERTIFICATIONS

- 2.1. By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- 2.2. The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
- 2.3. By signing this Request For Proposal, the 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. Failure of proposer to sign their Proposal will render it null and void.
- 2.4. 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.
- 2.5. 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 www.garlandisd.net/departments/purchasing/conflict_of_interest.asp. Failure to comply with this provision may result in the bid being considered non-responsive.

3. SHIPPING AND DELIVERY

- 3.1. The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.
- 3.2. Pick up and delivery will be made between the hours of 8:00 AM and 2:00 PM Monday through Friday, excluding school holidays.

- 3.3. Contact the warehouse receiving clerk at 972-487-4176 for all deliveries scheduled to the GISD Central Warehouse (Dock B). Purchase Order will provide Ship to address.
- 3.4. 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.
- 3.5. Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.
- 3.6. Removal of shipping cartons and other shipping debris is the sole responsibility of the successful bidder(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.
- 3.7. 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.

4. TERMS AND CONDITIONS

- 4.1. Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 4.2. Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).
- 4.3. 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.
- 4.4. Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)
- 4.5. Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as follows:

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

Failure of proposer to sign RFP will render RFP null and void.

- 4.6. 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.

Effective **immediately**, 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.

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

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

- 4.8. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:
 - 4.8.1. Invoice is received at the address indicated on the purchase order
 - 4.8.2. Pricing on the invoice matches the price on the purchase order
 - 4.8.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
 - 4.8.4. Quantities on the invoice do not exceed those specified on the Purchase Order
 - 4.8.5. Unique invoice number used for each billing
 - 4.8.6. Merchandise has been shipped or service performed.

4.8.7. Description of goods and services on the invoice shall match the description on the Purchase Order.

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

- 4.9. Quantities may be increased or decreased at the discretion of the District.
***Quantities listed herein are best estimates only and cannot be guaranteed.**
- 4.10. No smoking or use of any tobacco products is permitted on school property.
- 4.11. This Request For Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request For Proposal or any resulting purchase orders shall be in Dallas County Texas.
- 4.12. In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 4.13. If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.
- 4.14. Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request For Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.
- 4.15. Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 4.16. Funds are not presently available for fiscal year 2015-2016 and later (after August 31, 2015). Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.
- 4.17. It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely

- responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 4.18. The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request For Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
- 4.19. The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.
- 4.20. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**
- 4.21. Upon request by Garland ISD, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

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

Effective immediately, 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.

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

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

- 4.24. 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 www.garlandisd.net/departments/purchasing/oraclebulk.asp. This information should be submitted on a flash drive or CD-ROM 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 240 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).

- 4.25 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.**

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

4.26 FORCE MAJEURE CLAUSE

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.

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT
iSourcing Instruction Sheet

1. **Contract Term**

From November 11, 2015 (or date of award) through October 31, 2016 with the District's options to renew annually through October 31, 2020.

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 jcfuller@garlandisd.net no later than September 9, 2015 at 12:00 p.m.

3. **Addenda**

All addenda will be issued as amendments to the iSourcing document(s). Amendments will be identified with a dash and number following the original RFQ number (example: RFQ 31074,1). All addenda will be posted by September 11, 2015 at 4:00 p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/departments/purchasing/currentbids.asp>) and all electronic notifications for addendums prior to submitting responses.

4. **Value of Contract**

The estimated value of this contract has not been determined at this time. 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 the term of the contract.

5. **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/departments/purchasing/howto.asp>.

6. **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.

7. 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.

8. Bidding Alternates:

(Alternates not accepted)

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

9. 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 is available at <http://www.garlandisd.net/departments/purchasing/howto.asp>.

10. 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 (Attachment D) only**, prior to beginning services.

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

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

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

1.1 Contact GISD Purchasing Department to obtain FAST pass.

1.2 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

1.3 After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at Dfields@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.

All other **suppliers, contractors and subcontractors** must:

1.4 Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

1.5 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

1.6 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

If there is not a convenient location based on your zip code, please enter 75042 and choose "Garland: Garland ISD" to schedule your fingerprint appointment.

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

3. 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

GARLAND INDEPENDENT SCHOOL DISTRICT

SPECIFICATIONS/SCOPE PAGE 1

I. Specifications for Drupal Design, Development and Training Services

A. Purpose of Solicitation

Garland Independent School District is seeking a qualified firm interested in contracting with the district to provide web design, development, training and consulting services in Drupal for a one year period with the option of four renewable years for a maximum of five years. This contract is intended to cover the immediate redesign and conversion to Drupal of our main district site, www.garlandisd.net, as well as ongoing Drupal development and hosting support once the site is live. Additional design and development services may be sought throughout the remainder of the contract as needs arise and funds are available. Vendors may respond to all or part of this solicitation and multiple vendors could be awarded to meet solicitation specifications.

B. Garland ISD Background

Garland ISD has a diverse student population which exceeds 57,000 students. We have more 7,000 employees, of which over 3,800 are teachers. The school district has 49 elementary schools, 12 middle schools, 8 high schools, 2 alternative education centers and 8 support facilities. Garland ISD has operating locations in three cities, Garland, Rowlett, and Sachse.

The Web Services department is responsible for public and internal web-based communications. This includes design, development, and maintenance and support of 75 websites and 40+ custom applications. We also provide training and support for 160+ campus and department web editors.

Currently our sites are in multiple systems and a variety of languages were used to develop the custom applications. Converting our main site into Drupal is the first step towards standardizing our online environment.

The district site, www.garlandisd.net, averages more than 3 million visits/sessions per year, 2GB of transfer monthly and our current data amount is more than 40GB.

C. Redesign Project Overview and Specifications

Our primary goal for this project is to convert our existing district site into a responsive Drupal- based design with an updated look and feel that is easy for parents, in particular, to navigate. Showcasing the wide variety of programs, services and resources we offer students and our unusual choice-based enrollment plan are also important.

GARLAND INDEPENDENT SCHOOL DISTRICT SPECIFICATIONS/SCOPE PAGE 2

While the bulk of site is static content, we do have some dynamic functionality added by our in-house developer to meet specific needs. We anticipate that much of the functionality of these applications can be handled by Drupal. For the most part, the applications are tools for adding/uploading specific types of information and documents such as purchasing bids, news articles, video files. We would expect assistance with migrating content from these existing databases which include content such as purchasing bids, contact lists, news articles, some documents and videos. Our in-house team would assume responsibility for the necessary copying and pasting of the static content. It's important that content editors can add content without the need to access code. Also, we are considering integrating YouTube for our video gallery.

There is not a current need to integrate with our student information or personnel systems so we have no major integration requirements at this time. We are using XML feeds to pull athletic data from a third-party system and that would need to continue. This is a simple GET request. The XML feed is parsed on the fly. There is no scheduler or API. That is the only integration requirement at this time. When visiting our site, you might notice links to third-party external applications such as searchsoft.com on our site. These would remain simply links. Integration would not be required.

Support for other languages is not an anticipated need. If we were to consider it, Spanish and Vietnamese would be the only languages.

We are interested in the option to include document management and workflow/approval functionality for distributed content editing in to the project plan.

Vendor will be required to provide assistance with information architecture to re-work the navigation away from its current department focus to something more meaningful for parents.

It is anticipated that onsite training and services will be needed and the proposing firm's ability to meet those needs will be used as an evaluation factor.

It is the responsibility of the vendor to thoroughly review the site at www.garlandisd.net to determine the scope of work needed to complete this redesign project.

Specifications include:

- Create custom responsive design and provide final design files (psd, ai, etc.) once design has been approved
- Information architecture to re-work current site navigation structure
- Compliance with Section 508 Accessibility Requirements
- Transferring existing database content such as school information for contact and map display

GARLAND INDEPENDENT SCHOOL DISTRICT SPECIFICATIONS/SCOPE PAGE 3

- Re-creating or adding enhanced and/or dynamic functionality such as image/video carousels, galleries, file uploading, etc.
- Integration of athletic XML feeds
- Troubleshooting and support associated with products developed by you at no additional charge
- Knowledge transfer – training our four-member web team to work with the new site system

D. Hosting Specifications

Managed hosting is a primary consideration. We currently have a hosting company and server prepared in anticipation of this move. While we would certainly consider hosting with the awarded vendor we would be interested in a vendor who would consider managing the site with our current hosting set up at MIS-Sciences. In either case, we want all of the LAMP (Linux, Apache, MySQL, and PHP) stack and Drupal maintenance and security patches to be handled by the awarded vendor and reported accordingly.

Current configuration includes Drupal on Ubuntu with Apache and MySQL. Software that requires support includes (but is not limited to) the following:

- Drupal 7
- Apache2 and MySQL
- PHP 5.5.9 and above
- Ubuntu 14.04

Our minimum requirements for hosting include:

- Server monitoring (24x7x365)
- Unlimited Data Transfer - Average 2.5 TB of transfer monthly
- Unlimited Data Storage - 500 GB current data amount
- DNS hosting
- Industry-standard or higher protocols for facilities, procedures and services

E. Development Services

The option for development services and support beyond the initial roll out are critical. After the completion of the initial project, we want to be able to work with the awarded vendor on an ongoing, as-needed basis. For emergency troubleshooting, a maximum response time of 30 minutes (24x7x365) to initiate resolution would be expected.

GARLAND INDEPENDENT SCHOOL DISTRICT SPECIFICATIONS/SCOPE PAGE 4

F. Training Services

The expectation is that the vendor hired to redesign and develop the district site in Drupal would provide specific training related to using the newly designed site. However, we also anticipate the need for ongoing Drupal training to ensure our team has a solid foundation in the Drupal environment beyond the basic workflow used to maintain the www.garlandisd.net site. Our long range goals include other Drupal projects. Accordingly, we are seeking responses from Drupal training solutions providers regardless of their interest/ability to also offer design and development services.

Training solutions should offer one or more of the following scenarios for 4-10 Garland ISD staff members:

Scenario 1: An introductory session on Drupal 7 fundamentals

- Hands-on, instructor-led
- Onsite at Garland ISD facilities or local provider preferred
- Covers using Drupal from both a content editors view and a site builders view

Scenario 2: Ongoing training options for additional introductory through advanced training courses for team members as needed to support their individual job responsibilities. (Examples: theming, module development, advanced site building, basic and advanced topics in Drupal 8)

GARLAND INDEPENDENT SCHOOL DISTRICT SPECIFICATIONS/SCOPE PAGE 5

II. Respondent's Submittal

Attachments

Please submit the following supplemental material and any additional details you believe would be helpful as we decide how to award this solicitation. All attachments should be added in the same manner as the forms referenced in iSourcing Instruction Sheet, item 5, Required Forms.

Redesign Project Scope

- Provide a list of project components (scope of work) your firm would offer to complete our site redesign and conversion to Drupal. For each component, indicate:
 - Whether the project component is required to meet the minimum specifications or is an optional item in the projected scope of work
 - Hours and rate to complete each component
- Provide a list of websites recently designed by your company
- Provide a list of client references

Hosting Details

Provide details about what we could expect from you in terms of maintenance of the LAMP stack/Drupal environment whether hosted by you or maintained on our own system, i.e. typical timeline for updates and patches.

If you are offering hosting, please provide detailed information about your hosting environment including information regarding:

- Data center facilities
- Network intrusion detection and security
- Data protection – backups and retrieval procedures
- Server management protocols
- Server specifications

Training Services

- Course catalog and details for training scenarios or packages

Additional products and services

List any other available products and services you offer. Include pricing details.



**GARLAND INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT**

*501 S. Jupiter
Garland, Texas 75042*

Bid Number/Title: 31477 122-01-15 DRUPAL DESIGN AND DEVELOPMENT

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON SEPTEMBER 22, 2015. 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 REQUIREMENTS	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			

GENERAL REQUIREMENTS	Required	Scoring Weight	Max Score	Response (Text or Number)
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, 972.123.4567, Jtechnology@anycompany.com	Optional			
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	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, Mesquite ISD, Plano ISD, Carrollton-Farmers Branch 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			

LINE INFORMATION

Item No.: 1	Description: Total cost for Redesign of www.garlandisd.net (total cost of minimum required components to complete the project)		UOM: Each		Quantity: 1	Proposed Price:
Required	Specifications	Scoring Weight:	Scoring Range:	Score:	Target Value:	Vendor Target Value (Text or Number)
Required	Price quoted is the complete cost of minimum required components to	100	-	0 100		

	complete the specified project?					
Item No.: 2	Description: Annual cost of LAMP stack/Drupal maintenance on GISD's existing hosting setup	UOM: Each	Quantity: 1	Proposed Price:		
Required	Specifications	Scoring Weight:	Scoring Range:	Score:	Target Value:	Vendor Target Value (Text or Number)
Required	Price quoted is the complete annual cost of LAMP stack/drupal maintenance on GISD's existing hosting setup?	100	-	0 100		
Item No.: 3	Description: Annual cost of hosting and LAMP stack/Drupal maintenance provided by your firm	UOM: Each	Quantity: 1	Proposed Price:		
Required	Specifications	Scoring Weight:	Scoring Range:	Score:	Target Value:	Vendor Target Value (Text or Number)
Required	Price quoted is the complete annual cost of hosting and LAMP stack/drupal maintenance provided by your firm?	100	-	0 100		
Item No.: 4	Description: Per hour cost of additional Drupal development services	UOM: Hour	Quantity: 1	Proposed Price:		
Required	Specifications	Scoring Weight:	Scoring Range:	Score:	Target Value:	Vendor Target Value (Text or Number)
Required	Price quoted is the per hour cost of additional Drupal development services?	100	-	0 100		
Item No.: 5	Description: Per day cost of instructor-led Drupal training courses	UOM: Daily	Quantity: 1	Proposed Price:		
Required	Specifications	Scoring Weight:	Scoring Range:	Score:	Target Value:	Vendor Target Value (Text or Number)
Required	Price quoted is the daily cost of instructor-led Drupal training courses?	100	-	0 100		

Bid Number/Title: 31477 122-01-15 DRUPAL DESIGN AND DEVELOPMENT

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



GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

501 S. Jupiter

Garland, Texas 75042

This Document includes the Required Forms to be completed, scanned and attached to your response. These forms shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

Company Name

Address

City

State

Zip

Authorized Representative Name

Title

Signature

Printed Name

Email Address

Telephone #

Fax #

Mark A. Booker

Mark A. Booker
Director of Purchasing

REQUIRED FORMS

**Attachment A
Deviation/Compliance Form**

**Attachment B
Confidential Information Declaration & Copyright Authorization Form**

**Attachment C
Certification Regarding Lobbying**

**Attachment D
Certification for Criminal History Check**

**Attachment E
Insurance Requirements**

**Attachment F
Clean Air and Water Act**

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

Attachment A
Deviation/Compliance Form

If the undersigned supplier intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such 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 Standard Terms and Conditions, Item Specifications, and all other information contained in this document.

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

[illegible]

Attachment B

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

Attachment C
Certification Regarding Lobbying

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known? _____			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department / Agency: _____			7. Federal Program Name / Description: _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)			b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI): _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$ _____ ? actual ? planned			13. Type of Payment (check all that apply): ? a. retainer ? b. one-time fee ? c. commission ? d. contingent fee ? e. deferred ? f. other; specify: _____		
12. Form of Payment (check all that apply) ? a. cash ? b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: _____ (attach Continuation Sheet(s) SF-LLL-A, if necessary)					
15. Continuation Sheet(s) SF-LLL-A attached: ? Yes ? No					
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form - LLL		

0348-0046

Attachment D
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) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

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

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

Or

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

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

Signature

Title

Date

Attachment E

Insurance Requirements

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

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

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

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

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

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

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

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

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

Company Name

Insured By

Printed Name

Certificate Number

Attachment G
U.S. Department of Agriculture

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

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

(Before completing certification, read attached instructions.)

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

Organization Name

Name and Title of Authorized Representative

Signature

Date

Instructions for Certification

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