



GARLAND INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT

*501 S. Jupiter
Garland, Texas 75042*

ORIGINAL

MAY 6, 2010

REQUEST FOR PROPOSAL

ON: Technology Cable Locating Services , PROPOSAL # 426-10

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 AM LOCAL TIME ON MAY 19, 2010.

You are invited to submit a proposal to provide Technology Cable Locating Services for the Garland Independent School District from June 22, 2010 (or date of award) through June 22, 2011 with the District's options to renew through June 22, 2012.

This Request For Proposal includes Process Overview, Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Insurance Requirements, Deviation Compliance Form, Confidential Declaration, Proposal Form/Specifications and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

Total Pages: 22

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.

DELIVERY DATE IS _____ Business Days ARO)
-After Receipt of Order-

Fulcrum Consulting, Inc.
Company Name

1507 River Oaks Circle # 836
Address

Wylie, TX 75098
City State Zip

Michael Harris, President
Name Title

[Signature], President
Signature

fulcrumconsultinginc@tx.rr.com
Printed Name Email Address

214-850-5634 972-429-8422
Telephone # Fax #

Mark A. Booker

Mark A. Booker
Director of Purchasing

Facsimile Purchase Order Accepted ___ Yes ___ No
Bidder prefers printed copy (only) ___ or
diskette ___ for future Request For Proposal.

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

- Request for Proposals (RFQ) released to potential proposers.
- Deadline for receiving Proposals.
- The District reviews all Proposals and selects Proposals reasonably qualified for selection of award.
- The District and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposal submitted will be determined by GISD's Director of Purchasing and the evaluation will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

1. INSTRUCTIONS TO VENDORS

1.1 Submission of Proposals:

- 1.1.1. For clarification of the specification(s) of this Request For Proposal, bidder may contact:
Ken Brinkley, Director of Enterprise Communications Group at jkbrink@garlandisd.net

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

- 1.1.2 **All addenda will be issued via the district website at www.garlandisd.net/departments/purchasing/currentbids.asp (Current Bid List). All addenda, if required, will be posted on the aforementioned website by May 14, 2010 at 5:00 PM. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses.**
- 1.1.3 Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland I.S.D. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by May 11, 2010 , 1:00 PM before Proposal is due. You may submit this information via fax to 972/487-3097 or email to jkbrink@garlandisd.net.
- 1.1.4 **PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE!
 ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.**

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

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042. (Follow signs to the "Bid Depository".)

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 (#1.1.6. below).

Allow sufficient transit time.

****Delivery of Proposal envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department.****

1.1.6. Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above). Mark the sealed return envelope in the lower left hand corner as follows:

RFSP #426-10 – TECHNOLOGY CABLE LOCATING SERVICES

DUE: May 19, 2010 , 10:30 AM Local Time

(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 AM the first date the district is open to conduct business)

1.1.7. Proposals received at the GISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

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

1.1.9. Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".

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

1.1.11. All pages of this Request For Proposal are to be returned with your proposal. It is the vendor's responsibility to ensure the number of pages received is the same number listed on the front of this document. Vendor shall contact the Purchasing Department if discrepancies exist.

1.1.12. 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.

- 1.1.13. No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.
- 1.1.14. 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".
- 1.1.15. Provide list of references (Refer to Supplier Questionnaire) - School districts (comparable in size to GISD's A.D.A. of approx. 50,000 students)-preferred, other state agencies, other customers, etc. will be evaluated with regard to the size and scope of product/service as bid. **NOTE: Proposers failing to submit at least 2 references may not be considered for award.**
- 1.1.16. Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified) and may be exceeded by 25%. The GISD may elect to place several orders during the term of this RFP. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.
- 1.1.17. Vendors 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 facsimile.
- 1.1.18. Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the GISD Deviation/Compliance Form attached hereto – not on a cover letter, catalog, etc.
- 1.1.19. 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 excepted from public disclosure under such Act. Bidders 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.

- 1.1.20. Bids asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Bidders who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form. Bidders 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, 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.

1.2. 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 Garland Independent School 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, unless the proposer states otherwise. 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 in paragraph 1.2.7. below.

- 1.2.7. It is not the policy of the Garland Independent School District to award contracts based solely on 'low bid/proposal'. *The following criteria are used by the Garland ISD to evaluate the overall 'best value':
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 the laws and rules relating to historically under-utilized businesses;
 7. The total long-term cost to the district to acquire the vendor's goods and services; &
 8. Any other relevant factor specifically listed in this Request For Proposal.

Per Texas Education Code, Subchapter B, Sec. 44.031(b)

***ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**

- 1.2.8. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Vendor Performance Tracking System (<http://www.tbpc.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
- 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).
- 1.2.13. 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 RFP will render RFP 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 vendor from signing and submitting a signed proposal.
- 2.5 By submitting a response to this request, vendor 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. TERMS AND CONDITIONS

- 3.1 Brands are given as a guide; other brands equal in quality, designs, and workmanship may be proposed. If bidding an alternate brand model, so indicate beside each item. If bidder does not specify alternate brand and model, the brand requested by the District must be furnished. **Vendors may only submit one bid per line item.**

- 3.2 Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding “or equal” items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as “or equal”. Failure to do so will result in the rejection of your proposal.
- 3.3 Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 3.4 Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as if listed in full text. Copies of applicable clauses may be obtained from (or reviewed at) any federal purchasing activity.
- 3.5 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.
- 3.6 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 faxing a copy of the purchase order utilizing the same PO number and noting a revision number in the header. **IT IS THE VENDOR’S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED AS A RESULT OF AN AMENDED PO WILL BE RETURNED AT THE VENDOR’S EXPENSE.**
- 3.7 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:
- (a) Invoice is received at the address indicated on the purchase order
 - (b) Pricing on the invoice matches the price on the purchase order
 - (c) Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
 - (d) Quantities on the invoice do not exceed those specified on the Purchase Order
 - (e) Unique invoice number used for each billing
 - (f) Merchandise has been shipped or service performed.
- Description of goods and services on the invoice shall match the description on the Purchase Order. **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 vendor’s performance rating.**
- 3.8 Quantities may be increased or decreased at the discretion of the District.
***Quantities listed herein are best estimates only and cannot be guaranteed.**
- 3.9 No smoking or use of any tobacco products is permitted on school property.

- 3.10 In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
- 3.11 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 Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request For Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.
- 3.13 Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 3.14 Funds are not presently available for fiscal year 2010-11 and later (after August 31, 2010). Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request For Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.
- 3.15 It is understood that in the performance of any services herein provided, 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.
- 3.16 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 Quotation (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.

- 3.17 The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.
- 3.18 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.
- 3.19 To the fullest extent permitted by applicable law, the Vendor 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 and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by Vendor pursuant to this contract, or any part thereof, or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee.
- 3.20 Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on a form to be provided by District, (**Certification for Criminal History Check, page 14**). A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, if (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 close proximity to, one or more students. A successful proposer shall be required to immediately remove from District's property or other location where students are regularly present any covered person who has been convicted of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

- 3.21 Background Check. The GISD requires that all individuals who perform services on GISD property pursuant to this Request For Proposal to have a criminal background check. Prior to the provision of services by any such individual, the proposer shall be responsible for providing to GISD a criminal background check that was completed and dated within (1) year of the proposed dates of service and that is sufficient to meet the standards determined by GISD in its sole discretion. Failure to provide an acceptable and up-to-date criminal background check for each individual providing services under this Request For Proposal shall be grounds for immediate termination of any contracts or agreements.
- 3.22 Attached Insurance Requirements apply to this Bid Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this bid; however, if bidder is to receive an award, the certificate must be submitted to the Garland ISD Purchasing Office prior to commencement of work on District Property within five (5) days of verbal or written request by the Purchasing Office (whichever is earlier). The certificate must be prepared correctly and submitted to the Garland Independent School District before award can be made.

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

Fulcrum Consulting, Inc. Penn America Insurance Co.
 Company Name Insured By: Printed Name Certificate Number

Certification for Criminal History Check
in Compliance with Texas Education Code § 22.0834(a)

Definitions

“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 FCI (“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.

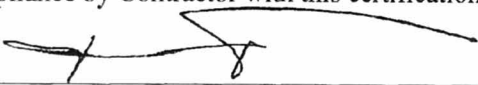
Or

[] 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

Date: 5-18-10

**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 Invitation to Bid 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.

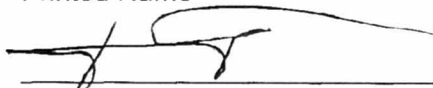
Bids asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information 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:

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.

Michael Harris

Printed Name



Signature

Proc. Clerk

Title

5-18-10

Date

**GARLAND INDEPENDENT SCHOOL DISTRICT
PROPOSAL FORM/SPECIFICATION (Page 1)**

COMPANY NAME: Fulcrum Consulting Inc.

EVALUATION CRITERIA

This RFP is not meant to favor any vendor. Instead, it is designed to meet the needs of Garland Independent School District. Garland ISD will weigh the proposals based on the Proposer's costs, references, years in business, installation capability, certifications, past history with GISD and any other factors deemed necessary.

Qualifications of all firms or independent contractors will be evaluated using the following selection criteria.

1. (45 points) The purchase price (cost of the good/service);
2. (10 points) The reputation of the vendor and of the vendor's goods or services (results of the reference checks/Perform internet search for pending litigation);
3. (10 points) The quality of the vendor's goods or services (results of reference checks); Client references and/or citations from prior installations where equal services have been provided for projects of similar size and scope.
4. (10 points) The extent to which the goods or services meet the district's needs (evaluate the service/goods based on the written requires or specification; identify unique qualifications which are beneficial to the district); Vendor's experience, overall installation, integration and maintenance capabilities based upon performance record and availability of sufficient high quality vendor personnel with the required skills and experience for the specific approach. The extent to which the vendor's proposed solution fulfills ICOE's stated requirements as set out in this RFP
5. (3 points) The vendor's past relationship with the district;
6. (0 points) The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses;
7. (7 points) The total long-term cost to the district to acquire the vendor's goods and services (All other cost(s) associated with the good/service over the life of the contract, i.e., training, maintenance, support);
8. Other relevant factors:
 - A. (5 points) (Yes = 5 points, No = 0 points)
Will your firm be able to respond to Dig Tess requests and cable locates 24 hours a day, 7 days a week, by 365 days a year? Yes No
 - B. (5 points) (1 individual = 2 points, 2 to 5 individuals = 5 points)
Number of experienced cable locators your firm provides that will respond to cable locate requests for Garland ISD. How many are available to the district? 3-4
 - C. (5 points) (Yes = 5 points, No = 0 points)
Will your firm be able to respond to Emergency Locates within 2 hours? Yes No

**Garland Independent School District
Cable Location Services**

Garland Independent School District (GARLAND ISD) is soliciting bids for Cable Locating Services for the existing Metropolitan Area Network (MAN) located through the cities of Garland, Sachse, and Rowlett, Texas. This fiber network is owned by GARLAND ISD and was placed in public right-of-way or GARLAND ISD owned property.

The following items are the description of the GARLAND ISD MAN that shall be taken into consideration for pricing the work for this project:

1. The GARLAND ISD MAN fiber network covers approximately 86 linear miles.
2. The GARLAND ISD MAN has approximately 119 sheath miles of fiber cable.
3. All cable is in a High Density Polyethylene (HDPE) duct and hand-hole system.
4. On average the hand-holes are spaced at approximately 1,500' apart.
5. All fiber cable in the network is single mode and has light armor.
6. There are 63 actual field splices in the network. At each splice there is a "Street Fink" by Cott Manufacturing. This Street Fink is approximately 2' to 3' outside of the splice hand-hole. A #10 ground has been run from each cable shield to a lug on the Street Fink. The Street Fink has a 6" Orange lid. This reduces the need for the cable locator to open the hand-hole to attach the electronic locating equipment to the cable ground.
7. Cable depth is normally 42" but there are depths in areas greater than 20'.
8. The GARLAND ISD MAN is registered with Dig Tess. The MAN has been registered since April 2007. The following are the number of Dig Tess tickets received since January 2009:

	<u>Field Locates</u>	<u>Cleared Tickets</u>	<u>Emergency Locates</u>
January-09	532	347	20
February-09	741	499	5
March-09	818	619	6
April-09	641	510	6
May-09	503	266	4
June-09	595	381	9
July-09	624	230	13
August-09	525	825	6
September-09	553	333	12
October-09	568	315	9
November-09	567	266	5
December-09	508	397	28
January-10	495	299	22
February -10	515	335	25
March-10	659	401	9

**Garland Independent School District
Cable Location Services**

SCOPE

1. Incoming Dig Tess Tickets (Contractor's responsibility):

- a. Vendor of award shall receive all Dig Tess Tickets (from Dig Tess).
- b. Vendor of award shall be responsible for the cost of each Dig Tess ticket.
- c. Vendor of award shall review all tickets against the GARLAND ISD MAN network.
 - i. If locate ticket address is not near GARLAND ISD MAN, ticket will be cleared and the originator of the ticket will either be called, e-mailed, or faxed showing GARLAND ISD is "Clear".
 - ii. If locate ticket is near the GARLAND ISD MAN the "Cable Locator" will be dispatched to do a physical locate.
 - iii. In general tickets addressed on the same street or a nearby intersection within 1,000' should be located. However, the individual reviewing the tickets must assess the situation and determine if the physical locate should be made.
- d. A daily ticket log must be maintained and provided to GARLAND ISD on a monthly basis. The log must show number of tickets received, emergency locates, cleared issues not requiring a field locate, and dispatched locates. These items are to be kept in a spreadsheet format approved by Garland ISD. These logs must also have a summary sheet showing historical data for the life of the contract. All spreadsheets must be provided to Garland ISD in both an electronic and a hard copy.

2. Actual Field "Cable Locates" (bidding Contractor's responsibility)

- a. Cable locator shall be equipped with GARLAND ISD approved locating equipment which will indicate location and depth of buried cable. The locator must be equipped with additional back-up batteries and/or a charger for the locating equipment. The Garland ISD preferred locating equipment is the Ditch Witch 950 Transmitter and the 950 Receiver.
- b. Normal field locates shall be performed within the 48 hours from notification on Dig Tess ticket.
- c. Emergency locates shall be performed within 2 hours from notification on the Dig Tess tickets
- d. Locator shall have in his possession a current map showing the routes and location of the GARLAND ISD MAN network. These can be in either hard copy or electronic (laptop), preferably both.
- e. Locator must be equipped with a cellular telephone.
- f. Locator shall wear a shirt with the Company's logo displayed.
- g. Locator shall wear an Identification Badge with picture, name, and company name displayed on the badge.
- h. Locator shall be equipped with the lime green locate flags (w/18" wire) with the GARLAND ISD emblems, noting "Buried Fiber Optic Cable Call Before Digging 1-800-DIG-TESS". These flags will be used to mark the GARLAND ISD MAN facilities. Also, the locator shall be equipped with Orange "Solvent Based" & "Water Based" spray paint to also be used to mark the underground GARLAND ISD facilities. The Solvent Based paint will be used at construction sites such as road widening projects that require continuous or long lasting locates. The Water Based paint should be used in normal locating conditions when the locate

markings are needed for a short time period. These items shall be provided by the awarded contractor. See attachment "A" for the locate flag.

**Garland Independent School District
Cable Location Services**

- i. Locator must be proactive with ongoing construction sites which need the locate marks to be refreshed to protect the Garland ISD buried/underground cable facilities. Locator must provide contact information to the Job Site Superintendent/Supervisor at the beginning of construction projects which could possibly conflict with Garland ISD facilities.
- j. Locator must contact Garland ISD Management immediately upon actual damage or possible damage to Garland ISD buried/underground cable facilities.

3. Other Responsibilities of Cable Locating Company

- a. Contractor shall be responsible for any damage to the GARLAND ISD MAN facilities due to a "missed locate" which is either a physical locate that was not "on the mark" or time elapsed and the locate was not performed in the required time limit. Parameters for these items are outlined by Dig Tess and the State of *Texas Damage Prevention Law (Utilities Code Title 5, Chapter 251, Refer to the following website: <http://tlo2.tlc.state.tx.us/statutes/docs/UT/content/word/ut.005.00.000251.00.doc>)*. A missed locate is a field locate that was performed and marked outside of the "Tolerance Zone". Operate under Dig Tess guidelines for "Tolerance Zones" and Industry BEST Practices.
- b. Provide all labor and materials required for the Locating Services requested by GARLAND ISD.
- c. Maintain and provide Dig Tess with current map of GARLAND ISD MAN facilities.
- d. Report all damages to Dig Tess and GARLAND ISD representative.
- e. Provide all necessary personnel to handle the volume of Dig Tess tickets and field locates.
- f. Monthly meeting with GARLAND ISD MAN Manager to discuss total tickets and dispatch for field locates, changes, trends, personnel, and any other pertinent information.
- g. Contractor must have personnel available for 24 hours a day and seven days a week coverage for daily and emergency locates.
- h. Commercially accepted practices shall apply to any detail not covered in this RFP.

4. Pricing Of The Locating Services

- a. Administration (Cost is for each Ticket) – includes:
 - i. Cost of Dig Tess Ticket
 - ii. Clerical to receive and log Dig Tess Request and maintain records and spreadsheet
 - i. Call back to person requesting Dig Tess locate when required. Positive Response.
 - ii. Dispatching "Locator"
 - iii. Provide Monthly reports to Garland ISD
 - iv. Provide required reports to Dig Tess
 - i. Maintain current facilities map with Dig Tess
- b. Field Locate (Cost is for each locate) – includes:
 - i. Cost of actual Field Cable Locate
 - ii. Locators equipment and vehicle
 - iii. Flagging and Paint
- c. Emergency Field Locate (During Normal Working Hours)
 - i. Cost of actual Field Locate

- ii. Locators equipment and vehicle
- iii. Flagging and Paint

**Garland Independent School District
Cable Location Services**

- d. Emergency Field Locate (After normal working hours and weekends)
 - i. Cost of actual Field Locate
 - ii. Locators equipment and vehicle
 - iii. Flagging and Paint
- e. Field Locate Hourly Cost (Non-Dig Tess Request from Garland ISD)
 - i. Cost of actual Field Locate
 - ii. Locators equipment and vehicle
 - iii. Flagging and Paint

5. Pricing:

- a. Administration – Per ticket Cost (Ref. 4.a) \$ 2.00
- b. Field Locate – Per ticket Cost (Ref. 4.b) \$ 12.00
- c. Emergency Field Locate – During Normal Hours (Ref. 4.c) \$ 25.00
- d. Emergency Field Locate – After Normal Hours (Ref. 4.d) \$ 50.00
- e. Field Locate (Non-Dig Tess Request) Hourly Cost (Ref. 4.e) \$ 35.00 per hour

6. Alternate Proposals For Locating Services

- a. Alternate Proposals are encouraged. Please provide any alternate proposal with pricing in the same format with a comprehensive description. **Clearly label as “Attachment B – Alternate Proposal” and attached to RFP response.**

District reserves the right to request any additional information deemed necessary after reviewing RFP's. It is the responsibility of the vendor to provide pricing information on any other information that may not be included herein.

SUPPLIER QUESTIONNAIRE

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

If yes, provide a copy of the certification with the RFP/Bid response.

2. List three (3) references of current customers similar in size and scope of services solicited in this RFP (Preferably Public Schools).

- a) Name ATT Data Comm
 Address 3104 Teakwood
 City, State, Zip Plano, TX 75075
 Contact Name & Phone # Jim Dawson 214-794-4657
 Estimated annual volume of sales for this account 250,000/year
 Dates of Service August 2001 - Present
- b) Name Tri-County Electric/One Source Communication
 Address 600 Northwest PKwy
 City, State, Zip Azle, TX 76020
 Contact Name & Phone # Slocum Katrycz 817-475-0427
 Estimated annual volume of sales for this account 550,000/year
 Dates of Service 2005 - Present
- c) Name Richardson I.S.D. / COR
 Address 400 S. Greenville
 City, State, Zip Richardson, TX 75081
 Contact Name & Phone # Henry Horton 972-965-2897
 Estimated annual volume of sales for this account 100,000/year
 Dates of Service 2004 - Present

- 3. 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 Bidder agrees to honor orders for items or services included herein which may be placed by these entities: Yes No

- 4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? Yes No If you (the Vendor) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed.
 For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.lisd.net/purchasing/NTEPChomepage1.htm>

- 5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.
 - 5.1. Will your company accept these credit card purchases? Yes No
 - 5.2. Does your company utilize level 3 data card processing information? Yes No

- 6. Bidder's principal place of business (or main corporate office) is located in TX (state).
 - 6.1 Bidder's principal place of business is located within the boundaries of the Garland Independent School District. Yes No

- 7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes No

- 8. We will need a firm who will be able to respond to Emergency Locates and have available resources on site within a two (2) hours notice. Is your firm able to provide this service? Yes No

- 9. How many experienced staff members does your firm employ that will be working on this project and how long have they been in the cable locating business? 2-4 All employees
have been in the locating business for 1-10 years.

- 10. Provide a Dunn & Bradstreet (D&B) Comprehensive Report on the Bidders organization (with the RFP response). The report must be dated no more than 6 months prior to the bid opening date. A positive financial position is desired. Provide a Dunn & Bradstreet (D&B) number for Bidders organization:

- 11. Please provide proof of financial responsibility and stability (with the RFP response).