

PUBLISH May 8 and 11, 2009

**NOTICE**

The Grand Prairie Independent School District will receive sealed documents for proposals until:

2:00 PM – May 27, 2009

at which time all responses will be publicly opened

FOR:

RFP FOR BRANCH BANKING AT DUBISKI HIGH SCHOOL

The school district reserves the right to reject any and/or all bids and to waive all formalities and irregularities in bidding.

**BID ENVELOPE MUST BE ADDRESSED TO:**

Grand Prairie ISD  
Purchasing Department  
2602 South Belt Line Road  
Grand Prairie, TX 75052

and

**PLAINLY MARKED:**

PROPOSAL: 09-69

Bids may be submitted on any/or all items, unless stated otherwise.

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the bid list. If you cannot bid at this time and desire to remain on the bid list, please submit a **NO BID** on the bid form and return.

# PROCEDURES FOR SEALED BID OR PROPOSALS

## 1.0.0 GENERAL CONDITIONS

1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract, and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.

1.2.0 WITHDRAWAL OF BIDS - Any bid or proposal may be withdrawn by the contractor prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder.

1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the bidder and shall be included in the bid.

1.4.0 CONTRACTORS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so will result in their being deleted from our contractor list.

1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.

1.6.0 GPISD will enter into contractual relationships only with those contractors who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority contractors are encouraged to compete in providing goods and services to the District. GPISD does not operate under a set-aside program.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

3.0.0 EVALUATION OF BIDS/PROPOSALS, in accordance with Article 2368a.3, Section 5, Reviews of bids/proposals are subject to the evaluation of the user department and subsequent recommendation.

3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).

3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the District shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the District, one of the resident bidders shall be selected by the casting of lots.

3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one contractor for each item/group/service or to award on contract for the entire bid. All contractors will receive a statement of bid award. Contractors desiring a copy of the bid summary may request such by enclosing a self-addressed stamped envelope to the Purchasing Office.

#### 4.0.0 CONTRACTS

4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department or the User Department after awards have been made.

4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

4.3.0 The District's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for the Buyer will return goods to the Seller. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

#### 5.0.0 DISCLOSURES

5.1.0 Non-Collusion

5.2.0 Felony Conviction

5.3.0 Conflict of Interest. A list of board members is available at

[http://www.gpisd.org/departments/business/purchasing/bids\\_proposals.htm](http://www.gpisd.org/departments/business/purchasing/bids_proposals.htm)

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES - All personnel that conduct work of any nature on District premises, including but not limited to successful contractor(s), sub-contractors, service technicians, etc. will be required to comply with the same standards applicable to the employees of the GPISD as referenced in the Auxiliary Services Handbook.

7.0.0 STATEMENT OF QUALIFICATIONS, shown in specifications below.

8.0.0 SECURITY – Not Required with this request

9.0.0 INSURANCE shall be provided by the successful offerer, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Contractor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Contractor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The contractor 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.

9.1.0 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. Contractor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

9.2.0 Self-Insurance: A contractor 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 Contractor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

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

The District requires ten (10) days WRITTEN NOTICE prior to cancellation of ANY INSURANCE.

10.0.1 PRESENTATION OF BIDS: All bids/proposals must be received at the Purchasing Office in a sealed document. No oral, telegraphic, telephonic, or facsimile bids will be accepted.

## 10.0.2 INTERLOCAL AGREEMENT CLAUSE

The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at

[http://www.epcnt.com/Current\\_members.htm](http://www.epcnt.com/Current_members.htm)

Governmental entities utilizing Internal Governmental contracts with the EPCNT 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 Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts.

Request for Proposal  
Financial Institution Relationship with Dubiski Career High School

**Background**

In the spring of 2007 residents of the city of Grand Prairie approved a school bond package to build a Career High School. The school, John A. Dubiski Career High School will open in August of 2009. Grand Prairie Independent School District is seeking to form a relationship with a local financial institution to open an In-School-Branch within this school of choice. Dubiski Career High School (DCHS) is located at 2990 S. Hwy 161 in Grand Prairie. Within the 244,000 square foot building there is approximately 400 square feet of space located in the first floor lobby that can be made available for a branch bank/credit union.

**Objective**

The objective of this Request for Proposal is to enter into a relationship with a financial institution that will offer the highest quality banking services, provide internship opportunities for students studying banking and finance, enhance the financial education for students Grand Prairie Independent School District, and to provide the opportunity for the financial institution to broaden its customer base by serving the students and employees of Grand Prairie ISD and the citizens of Grand Prairie.

**Selection Criteria**

Selection will be evaluated on the following criteria:

1. Ability to meet the requirements of the Request for Proposal
2. Ability to enhance the financial education of students in Grand Prairie ISD
3. Ability to work cooperatively with the school district and successfully coordinate all of the key elements below

**Key Elements to Address:**

**Services and Marketing**

Your proposal shall address the banking and financial services that would be available for customers that include Grand Prairie ISD students, families, school district employees and citizens of Grand Prairie. Discuss specific programs for each customer group. In addition please propose your plan for marketing to each customer group. You should include, as a minimum, crossover marketing via school mascot logo checks and debit cards, specific programs for students, your requirements for access to potential customers, presence on the district and campus websites, and your participation in events within the school district.

**Retail Space**

Approximately 400 square feet of strategically located space is available for the purpose of the In-School Branch. Your proposal should include specific requirements for teller operations, financial discussions, on-site safe, office requirement if any, technology infrastructure, signage, and security. Costs associated with the build out of the retail space would be the responsibility of the institution selected. Rent for the retail space is negotiable, however, your proposal should provide a starting point.

**Exterior Signage**

Provide exterior signage requirements including size, type, and location.

## **ATM**

Your proposal should address ATM services including signage, lighting, drive through or walk up requirements, and location. Costs associated with an ATM would be the responsibility of the institution selected.

## **Participation and Sponsorship of MarketPlace Grand Prairie**

MarketPlace Grand Prairie is an economics curriculum and field trip destination located at Dubiski Career High School. The focus is economics and financial education beginning in the 5<sup>th</sup> grade and continuing through high school. Participation/sponsorship is a key element of your proposal. Your participation should include blank non-negotiable checks, check registry, simulated ATM and debit cards, and bank signage.

## **Support and Participation in Banking and Financial Programs**

Address your participation and support in the Economics, Finance, and Banking programs that are provided to students in Grand Prairie ISD. Propose your facilitation of financial workshops for district campuses, staff, students and parents.

## **Student Internship**

Any proposal must include an internship/employment component for a minimum of two students who receive Banking and Financial education at Dubiski Career High School. Discuss your proposal to put this program in place. Include application/interview process, pay scale, hours per week, and specific policies.

## **Contacts**

- Vicki Villarreal - Principal, Dubiski Career High School
- Jim Ziegler - GPISD Director of Career and Technology
- Beth Rustenhaven - MarketPlace Facilitator

# MUST RETURN THIS PAGE

## OFFERER'S CERTIFICATE

FIRM'S NAME

ADDRESS

CITY & STATE

ZIP CODE

EMAIL

TELEPHONE

FAX

AUTHORIZED SIGNATURE

DATE

POSITION WITH COMPANY

### INTERLOCAL AGREEMENT

Should the governmental, referenced above, elect to participate in this contract, would you, (the contractor) agree that all terms, conditions, specifications, and pricing would apply?  Yes  No

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of person who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME
-------------

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
--

AUTHORIZED SIGNATURE	DATE
----------------------	------

POSITION WITH COMPANY
-----------------------

## Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance 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 the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract.”

This Notice Is Not Required of a Publicly Held Corporation

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

<b>COMPANY NAME:</b>
----------------------

**Check the appropriate box and sign the form.**

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is not owned nor operated by anyone who has been convicted of a felony.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s):    
---

**AUTHORIZED SIGNATURE:** \_\_\_\_\_