



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

**REQUEST FOR PROPOSAL
Online Ticketing Services for the Curtis Culwell Center
PROPOSAL # 90-20**

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON MARCH 18, 2020.

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 RFP due date should be changed to 10:30 A.M. the first date the district is open to conduct business.**

GARLAND ISD WILL BE CLOSED MARCH 9 – MARCH 13, 2020

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
Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. NUMBER OF COPIES

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

1.1.2. DELIVERY OF PROPOSAL

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. SIGNED ORIGINAL

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

1.1.4. LATE SUBMISSIONS

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

1.1.5. OTHER FORMS OF SUBMISSION

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

1.1.6. AUTHORIZED SIGNATURE

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

1.1.7. NUMBER OF PAGES

All pages of this Request for Proposal are to be returned with your proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.8. FORMAT FOR PRICING

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. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified). The GISD may elect to place several orders during the term of the contract. Proposers must specify minimum order quantities, if any, and are required to hold proposed prices firm for the term of the contract.

1.1.10. WITHDRAWING PROPOSALS

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

1.1.11. DISTRICT LIST OF PROPOSERS

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!

1.1.12. BID TABULATIONS

Proposers desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/bid-tabulations>. The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.13. DEVIATIONS

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

1.1.14. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no

liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.15. COPYRIGHT PROTECTION

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. 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, 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.

1.1.16. POST-SUBMISSION CHANGES

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District 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. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident 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. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. 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. RECYCLED PRODUCTS

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.

Proposers offering recycled products are to indicate "Recycled Product" beside applicable item(s) on proposal sheet.

1.2.5. TIE PROPOSALS/EVALUATION FACTORS

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

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

1.2.6. BOARD OF TRUSTEE APPROVAL

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.

1.2.7. ADDITIONS OR IMPROVEMENTS

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.

1.2.8. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.9. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.10. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.11. PRODUCT LITERATURE

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.

1.2.12. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. During the remaining yearly term of the contract, proposed increases may be submitted in writing for approval. Proof of change in market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval.

2. CERTIFICATIONS**2.1. CERTIFICATION AFFIRMATIONS**

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

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

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

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

2.1.3. COPYRIGHT AND PATENT LAWS

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

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. PUBLIC INFORMATION

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

2.1.6. FUNDING AGREEMENTS

Proposer certifies that if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to

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

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

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

2.1.8. ENERGY POLICY AND CONSERVATION ACT

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

2.1.9. RECORD RETENTION REQUIREMENTS

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

2.1.10. RECOVERED MATERIALS

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

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

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

renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions <https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf>

2.1.12. BUY AMERICA ACT

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Compliance Form.

2.1.13. FOREIGN TERRORIST ORGANIZATION LIST

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization List"). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

2.1.14. BOYCOTT ISRAEL

Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. **Note:** On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

2.1.15. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby

the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

3. SHIPPING AND DELIVERY

3.1. SHIPPING CHARGES

The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.

3.2. PICKUP AND DELIVERY TIMES

Pickup and delivery will be made between the hours of 8:00 AM and 2:00 PM Monday through Friday, excluding school holidays. Purchase Order will provide Ship to address.

3.3. UN-LOADING OF NON-PALLETIZED FREIGHT

Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.

3.4. SHIPPING CONTAINERS

Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.

3.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

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.

3.6. PURCHASE ORDER IDENTIFICATION

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

4. TERMS AND CONDITIONS

4.1. CASH PAYMENTS AND DISCOUNTS

Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.

4.2. MATERIAL SAFETY DATA SHEETS

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

4.3. HAZARDOUS MATERIALS USAGE NOTIFICATION

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

4.4. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

4.5. CHANGE ORDERS

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

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

4.6. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <http://www.garlandisd.net/content/how-do-business-us>. 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:

4.6.1. Invoice is received at the address indicated on the purchase order

4.6.2. Pricing on the invoice matches the price on the purchase order

4.6.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.

4.6.4. Quantities on the invoice do not exceed those specified on the Purchase Order

4.6.5. Unique invoice number used for each billing

4.6.6. Merchandise has been received.

4.6.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

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

4.7. CHANGING QUANTITIES

Quantities may be increased or decreased at the discretion of the District.

***Quantities listed herein are best estimates only and cannot be guaranteed.**

4.8. NO SMOKING POLICY

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

4.9. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

4.10. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

4.11. QUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.

4.12. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

4.13. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is July 1 through June 30. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

4.14. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

4.15. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a 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.

4.16. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

4.17. AGREEMENT BETWEEN PARTIES

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.

4.18. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Laboratory shall provide proper and safe facilities for such access and for inspection.

4.19. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS

(COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

4.20. AUDITING CONTRACT

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

4.21. LIMITATION OF LIABILITY

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

4.22. AUTHORIZED NEGOTIATORS

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

4.23. E-COMMERCE PARTNER

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

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

4.24. ORACLE BULK LOAD CATALOGS

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website http://www.garlandisd.net/sites/default/files/revised_instructions_for_filling_out_the_electronic_price_list_1.pdf. 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 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information
*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

*Optional Fields

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

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier's current loaded price list. This access allows suppliers to enter new items,

change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

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

4.28. FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

4.29. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

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

4.30. UNIFORM INFORMATION AND COMMUNICATION TECHNOLOGIES ACCESSIBLY

(a) Applicability.

This section applies if the contract requires the Supplier to procure or develop Information and Communications Technology (ICT) for Garland ISD (District), or to change any of District's ICT. This section also applies if the contract requires the Supplier to perform a service or supply goods that include ICT that: (i) District employees are required or permitted to access; or (ii) members of the public are required or permitted to access.

This section does not apply to incidental uses of ICT in the performance of a contract, unless the parties agree that the ICT will become property of the District or will be used after completion of the contract.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a product / service.

(b) Definitions.

1. "Accessibility Standards" means the Information and Communications Technology Accessibility Standards and the Web Site Accessibility Standards/Specifications.
2. "Information and Communications Technology" means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes, but is not limited to, applications for

mobile devices, email and calendars, Enterprise Resource Planning (ERP), Student Information Management Systems (SIS), Learning Management Systems (LMS), Content Management Systems (CMS), telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

3. “Information and Communications Technology Accessibility Standards” means the accessibility standards for Information and Communications Technology contained in Volume 1 Texas Administrative Code Chapter 213.
4. “Web Site Accessibility Standards/Specifications” means standards contained in Volume 1 Texas Administrative Code Chapter 206.
5. “Products” means information resources technologies that are, or are related to, ICT.
6. “Existing ICT” is a product or service that is being procured "as is" without further modification for the District.
7. “Developed or Customized ICT” is a product that has been customized or developed for the District.

(c) *Accessibility Requirements.*

Under Texas Government Code Chapter 2054, Subchapter M, and Sections 504 and 508 of the US Rehabilitation Act of 1973 as amended, District must procure Products that comply with the Accessibility Standards when such Products are available in the commercial marketplace or when such Products are developed in response to a procurement solicitation. Accordingly, Supplier must provide Information and Communications Technology and associated Product documentation and technical support that comply with the Accessibility Standards.

(d) *Evaluation, Testing and Monitoring.*

1. District may review, test, evaluate and monitor Supplier’s Products and associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing.

Neither (1) the review, testing (including acceptance testing), evaluation or monitoring of any Product, nor (2) the absence of such review, testing, evaluation or monitoring, will result in a waiver of the District’s right to contest the Supplier’s assertion of compliance with the Accessibility Standards.

2. Supplier agrees to cooperate fully and provide District and its representative’s timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing and monitoring.

(e) *Representations and Warranties.*

1. Supplier represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the District or after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless District uses the Products in a manner that renders it noncompliant.

2. In the event Supplier should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Supplier represents and warrants that it will, in a timely manner and at no cost to District, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.
3. Supplier acknowledges and agrees that these representations and warranties are essential inducements on which District relies in awarding this contract.
4. Supplier's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

(f) *Remedies.*

1. Pursuant to Texas Government Code Sec. 2054.465, neither Supplier nor any other person has cause of action against District for a claim of a failure to comply with Texas Government Code Chapter 2054, Subchapter M, and Sections 504 and 508 of the US Rehabilitation Act of 1973 as amended.
2. In the event of a breach of Supplier's representations and warranties, Supplier will be liable for direct and consequential damages and any other remedies to which District may be entitled. This remedy is cumulative of any and all other remedies to which District may be entitled under this contract and other applicable law.

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT
Instruction Sheet

1. Contract Term

From March 31, 2020 (or date of award) through March 31, 2021 with the District's options to renew annually for four additional years.

2. Submitting Questions

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto: bids@garlandisd.net) and a copy to [msrobert@garlandisd.net](mailto: msrobert@garlandisd.net) no later than March 4, 2020 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 March 6, 2020 at 4:00 p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) and all electronic notifications for addendums prior to submitting responses.

4. Value of Contract

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

5.1 Minimum Requirements

- 5.1.1 Must provide proof that the company has been in the ticketing business for a minimum of 5 years
- 5.1.2 Must have ticketed reserved seating with a venue with min. 3,000 seats

Evaluation Criteria		Max Points
1.	Purchase Price	40
2.	Reputation of the vendor and the vendor's goods or services Results of reference checks (at least three references checked) & Internet search for any pending litigation. 3 positive references = 3 pts. 2 positive references = 2 pts. 1 positive reference = 1 pts.	3
3.	Quality of vendor's goods and services Will be evaluated on research based documentation provided. Touch screen monitors that can be mounted or placed in a position not to hinder cash drawer or windows. POS must be able to process credit cards, preferably with chip readers or if not available ticket platform has security measures imbedded in their system. = 5 pts Equipment must be up to date with the latest technology downloaded. All printers must be fully functional and set to correct parameters. = 5 pts. Ticket scanners must be of the latest model, if the scanners are Wi-Fi compatible, please provide hot spot equipment. = 5 pts.	15
4.	Extent to which the goods or services meet the district's needs Clearly explain and identified mobile app can be downloaded from iTunes or Google Play, mobile ticket downloads within Apple Wallet or Passbook or any equivalent app on an Android phone = 10 pts. 24/7 Representative available to assist with technical issues as needed by the district. = 6 pts Proposing vendor(s) should be able to respond to emergency technical issues within 30 minutes of call in by district personnel. = 4 pts	20
5.	Vendors Past relationship with the District	3
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.	0
7.	Long-Term cost to the district to acquire the vendor's goods and services.	0
8.	Whether 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	0
9.	Demonstration: User friendliness = 7 pts Customer ease of use = 5 pts Complexity process = 2 pts	14
10.	<ol style="list-style-type: none"> 1. Supplier shall provide a VPAT 2.0 for each Existing ICT product requested for this solicitation which will be evaluated for compliance with WCAG 2.0 standards 2. For all Developed or Customized ICT Supplier shall provide documentation which provide the testing methodology and the parties involved in the testing to ensure compliance with ICT standards. The awarded supplier shall provide a VPAT 2.0 prior to final acceptance of the product. 	5
Maximum Total Points		100

6. **Required Forms**

All Required Forms **MUST** be completed. Scan and attach all applicable forms to this solicitation/negotiation. For further instructions, refer to **Sourcing (Electronic Bidding) Training Simulations** is available at <http://www.garlandisd.net/content/how-do-business-us>.

7. **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.

8. **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.

9. **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.

10. **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/content/how-do-business-us>.

11. **Fingerprinting Requirement:**

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

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

Criminal History Checks

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

At a minimum, the company recommended for award shall:

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

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

PROPOSAL FORM/SPECIFICATION

COMPANY NAME: _____

I – GENERAL INFORMATION AND SCOPE OF SERVICE

The Curtis Culwell Center (CCC) on behalf of the Garland Independent School District (GISD) is hereby soliciting established vendors authorized and certified to provide On-Line Ticketing Services to the CCC. The CCC is requesting proposals that will include computerized ticket sales and distribution solution capable of handling the ticketing, marketing and reporting needs of a major arena and invites vendors to provide information on their systems and products for evaluation. The system must be capable of running multiple sales channels including box office, retail outlets, dedicated telephone center and Internet sales simultaneously.

The CCC's expectation of an On-Line Ticketing Service is to create more opportunities to sell tickets, deliver a better customer experience, and manage venue operations more efficiently, productively, cost-effectively and third party promoter friendly allowing said parties to review ticket sales as needed.

The Curtis Culwell Center (CCC) is different in their specific needs however, below is a summary of standard functions that GISD anticipate obtaining within the proposed On-Line Ticketing Service to accommodate the CCC:

STANDARD FUNCTIONS FOR CCC

1. The CCC requires its own Website to purchase tickets and promote events.
2. The CCC will require its own in-house system with administrators in control and management of all operations including box office, inventory, data, other sales, and walk-ups
3. The CCC hosts both internal GISD events as well as those by outside promoters. GISD does not wish to impose a user fee for most internal events. However, we will consider user fees for external users but at a competitive rate. CCC and vendor will set the user fee (if any).
4. The CCC will use the data captured by ticket sales to provide information for box office reports, settlements, accounting reports, and insight needed to analyze trends, gauge success of marketing campaigns, with tools such as list generation, list codes, and flags with real time access to all data
5. The CCC will use standard POS devices including chip credit card readers, cash drawers and receipt printers for fast ticketing, outlets, without errors, and automatic inventory control.

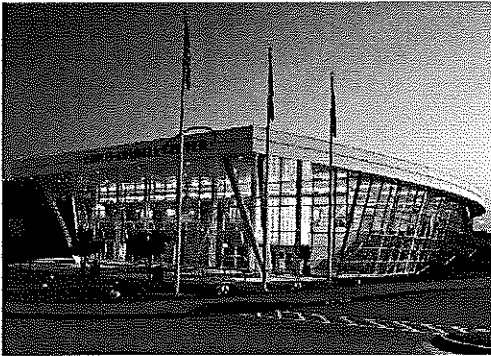
6. The CCC can build customer loyalty, enhance customer confidence and deliver a seamless ticketing experience by selling tickets on each of our branded websites to provide patrons with an excellent ticketing purchasing experience without waiting, and ease of use.
7. The proposed system must be of high quality, secure, and user friendly.
8. The proposed system must also be favorable to be used by promoters as well as performers.
9. Proposer agreement forms must adhere to the procurement laws and GISD Terms and Conditions listed herein.

While it is hopeful that most users will purchase tickets online, we understand many user groups will continue to purchase tickets via walk-up, day of show, at the box office. It is therefore desirable to have a flexible system that can accommodate this need. It is desirable to use bar code scanning at all access points with central accountability of all entry at the venue.

GISD – Curtis Culwell Center

4999 Naaman Forest Boulevard

Garland, TX 75040-2734



Opened to the public for business in late 2005, the Curtis Culwell Center is owned by (GISD) the Garland Independent School District. Located in one of the fastest growing areas of Dallas County, GISD extends from the Dallas city limits, northeast to the county line and serves the communities of Garland, Rowlett, and Sachse. The 193,000 square foot, multi-use building allows the Garland School District to host high school convocations, graduations, sporting events, concerts, as well as national and regional tournaments. The facility will also be available for rent to the public for various activities such as seasonal events, concerts, corporate training, trade shows, and other municipal functions. It is competitively priced and touts hotel quality services. Promoters will have an immediate market of almost 3 million at their disposal to draw patrons for a myriad of public events. Full arena seating is approximately up to 8,000 for most ticketed events. It can also be sold in a "half house" with a center curtain dividing floor and bowl seating areas. Capacity in this configuration is up to 4000.

The arena has two main entrances and another entrance in the conference center that maybe used as a possible access point as well. The main entrance (East) has up to 8 doors with ticket scanning required at each door. The West entrance has 4 doors with ticket scanning required at each door used. Another optional entrance often used for complimentary or VIP tickets has up to two doors that require ticket scanning.

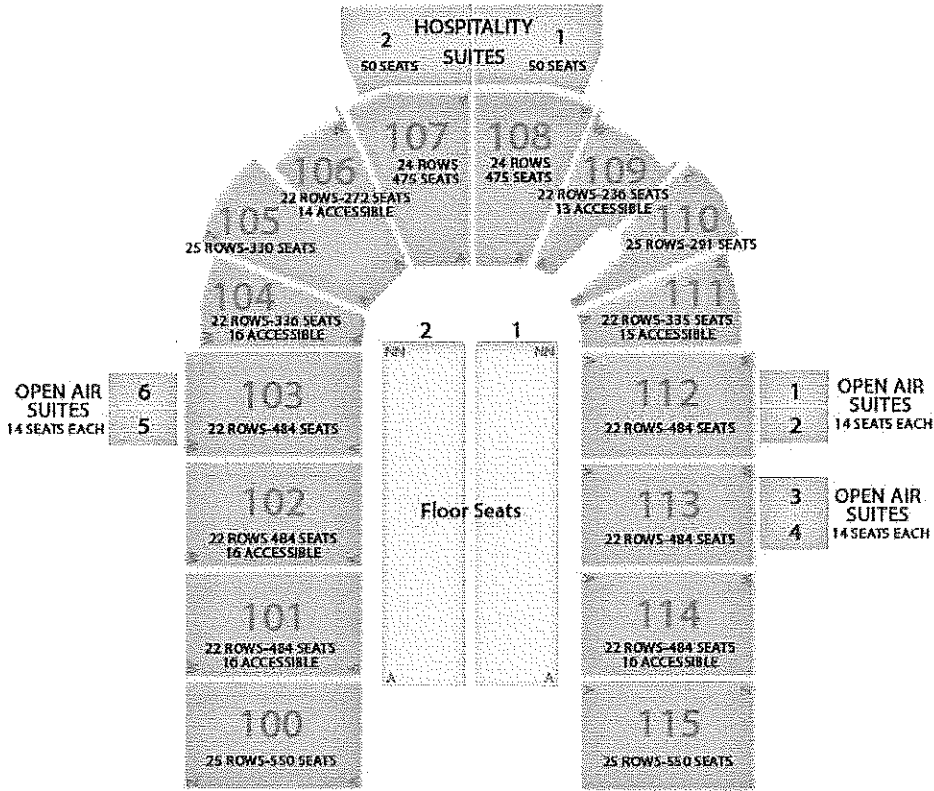
There are two fixed box offices with access to the exterior of the facility with three windows (points of sale) each.

CURRENT OPERATION (Curtis Culwell Center)

At the present time, the Curtis Culwell Center's box office currently operates the web based ticketing system. These may be general admission or reserved seating. Tickets may be sold prior to the performance and/or sold to the promoter for the ticketed prices. All ticket recap and reporting is processed through approved ticketing audit.

This past year, the Curtis Culwell Center has hosted approximately over 100 ticketed arena events with a total attendance of approximately 400,000. Approximately 75,000 tickets are sold for parking.

CURTIS CULWELL CENTER SEATING CHART



Full House Capacity—8564 Including Suites (184) & Accessible	Section Seating—6860 6754 seats 106 Accessible
Half House Capacity(Sections 103-112)—3932 Including Suites (156) & Accessible	Floor Capacity=1520 Floor 1: 38 Rows 20 Seats Floor 2: 38 Rows 20 Seats

II – DESIRED SERVICE-SYSTEM FUNCTIONS

1. Proposing vendor(s) are to provide the Garland Independent School District (GISD) with a comprehensive solution for On-line Ticketing Services to allow third party promoters and district personnel the ability to review and track ticket sales on demand.
2. The desired On-Line Ticketing Service-System should **allow customers the ability to order** and print tickets at home. Customers may have options to receive tickets via email, texts to phones or by way of US Mail. The Box Office should also have the ability to re-print tickets lost or left behind by customers.
3. The desired On-Line Ticketing Service-System should have the option to add critical customer information on tickets sold. This will be important in checking customer credentials at the door. It is also a useful Customer Relationship Management Tool.
4. The desired Tickets should display unique **technology** to insure that no ticket is used twice.
5. Proposing vendor(s) should provide on-line software access and the following equipment: (a) access control equipment, (b) 22 scanners, (c) box office equipment, (d) 7 Boca printers (e) 7 chip credit card swipes. This equipment shall remain the property of ticketing provider; and district will bear the risk of loss or damage to the equipment when it is under the custody or control of district.
6. The desired On-Line Ticketing Service and System should be compatible to CCC high speed internet.
7. The proposed Service-System should allow any number of District users to sell tickets to events, but also have the ability to restrict individual users to selling tickets only to specific events if required. Individual sellers should have unique login credentials.
8. The desired On-Line Ticketing Service and System **should be imbedded in District websites or District “branded” web pages** and may be used on ticketing service site. It is important that customers maintain a seamless experience. They should feel secure when ordering tickets and not get directed to an entirely different website to complete their transactions.
9. It would be considered a plus if the selected ticketing service could help drive promoted events to CCC venues through online marketing efforts or direct industry participation.
10. Proposing vendor(s) should have **24/7 Representative** available to assist with technical issues as needed by the district.
11. Proposing vendor(s) should be able to **respond to emergency technical issues within 30 minutes of call** in by district personnel.

12. The desired On-Line Ticketing Service-System should allow defined GISD employees the ability to set up, change events, and add descriptions, discount codes and pricing, rather than this only being possible by a ticketing company administrator.
13. The desired On-Line Ticketing Service-System should have the ability to fully customize tickets with text, logos and graphics as needed. District must also have freedom to sell ticket sponsorships, including printing of special offers on mobile apps.
14. The desired On-Line Ticketing Service-System should have ability to sell general admission and reserved seating. For reserved seating events, customers should be able to select individual seats or best available seats.
15. The desired On-Line Ticketing Service-System should allow a customer to buy tickets online and the option to create an account by entering a username and password, so if they are purchasing tickets on a regular basis, they will not have to input their name and address every time they purchase tickets.
16. The desired On-Line Ticketing Service-System should provide the district and/or outside promoting agents with the ability to easily see who purchased a ticket, the price they paid, when it was sold and who sold the ticket by clicking on any seat on the seating chart.
17. A reasonable number of **complimentary tickets** should be made available for each event free of any service provider fees. Please list the number of complimentary tickets as requested herein, Pricing Section Number V.
18. The desired On-Line Ticketing Service-System should be **low cost or no cost setup fees**. Setup fees should be limited to time invested in generation of seating charts for reserved seating sales.
19. **Service fees; if any, are expected to be passed on to the ticket buying public.** Service fees should be reasonable in such a way that they do not impede ticket sales volume.
20. **Use of District merchant accounts is preferred** but not required. Collection of ticket sales should occur on a daily basis but not required.
21. **Monies collected from online sales should be deposited into an account at the District's depository bank.**
22. The proposed Service-System should provide **a variety of reporting tools**, be user friendly, customizable, made available with real-time daily sales reports, reports on individual sellers, event dashboards, event settlement reports and customer contact lists for e-mail blasts.

23. Proposing vendor(s) agrees to provide **adequate training on use of** ticketing system, including box office sales, ticket scanning and event reporting procedures. Proposing vendor agrees to provide installation and training on all ticketing system equipment at the CCC.
24. GISD requires all transmission, receipt, storage, use and disposal of GISD data to be handled in accordance with the policies of GISD as well as all applicable laws and commercial best practices with regard to the type of data involved, including but not limited to: Safeguards Rule of the Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley or GLB); the Family Educational Rights and Privacy Act (FERPA), and the protocols for both Payment Card Industry Standards(PCI) and Payment Card Industry Data Security Standards (PCIDSS).
25. Proposing vendor(s) to submit editable copies of all boilerplate **master contracts and agreements** with this RFP # 90-20 proposal submission. Also to include any third-party agreements, which will be required under this Contract to be negotiated and become part of a final Contract.
26. Daily sales reports by method of transaction are required. The report should include method of payment, event name and point of sale including refunds.

III - SUPPLIER QUESTIONNAIRE:

1. Provide three references as detailed one of which must be a customer that would document that the company has been in business for at least five years and include venue seating capacity. NOTE: Proposers failing to submit at least 3 references may not be considered for award.

Venue: _____ Venue Contract Date: _____
 Venue Seating: _____ Contact Name _____ Phone #: _____

Venue: _____ Venue Contract Date: _____
 Venue Seating: _____ Contact Name _____ Phone #: _____

Venue: _____ Venue Contract Date: _____
 Venue Seating: _____ Contact Name _____ Phone #: _____

2. Has your company restructured, involved in company mergers, and/or major downsize over the past three (3) years, or anticipated in the next two (2) years? Yes _____ No _____.

If yes, please provide details of (All) relevant information. Attach separate documentation titled: "Company Restructure Plan".

3. Does your company have current patent or copyright lawsuits or legal action filed, pending or judged against but not limited to parties of dispute, description of technology, equipment affected, in the past five (5) years? Yes _____ No _____.

If yes, please provide details of (All) relevant information. Attach separate documentation titled:

“Legal Complaint”.

4. If awarded, who will be the primary representative(s) assigned to the Garland ISD account?

Name: _____ Title: _____ Direct Phone #: _____

Name: _____ Title: _____ Direct Phone #: _____

Name: _____ Title: _____ Direct Phone #: _____

5. Will your company utilize subcontractors in the performance of any Contract resulting from this RFP? Yes _____ No _____.

If yes, please describe and list (All) subcontractor’s, their qualifications and relevant experience and describe how your company (if awarded) shall guarantee subcontractor performance. Your firm may subcontract installation, training, warranty, or maintenance service with prior GISD authorization. However, your company (if awarded) shall remain solely responsible for the performance of a resulting Contract from this RFP. All GISD payments for goods and/or services shall be made directly to the awarded company.

If yes, and applicable, attach separate documentation titled:

“Subcontractor Agreement”.

6. Describe how you manage ticket sales via the Internet. Please provide a description of your organization’s philosophy on creating a “Private Label Web Site” for GISD. Explain how tickets will be purchased from a private label site, whether or not the sales process includes a separate link to your web site, or if the appearance of the GISD brand is present throughout the sales process. Explain your philosophies/policies, and specific technologies (pop-ups, streaming video, etc.) with regard to enabling GISD to promote attractions, as well as sell and maintain advertising and sponsorship space on the private label site, and on the ticket sales pages. Who designs and maintains private label web sites for your organization? Identify all related costs to GISD within the pricing section above. Attach separate documentation titled: **“Private Label Web Site Sales”.**

7. Describe in detail, your company’s ticketing software application to include, but not limited to the following:

- a. Accessibility of Windows application by internet from any PC or MAC.
- b. Hosted programs to include backup procedures and disaster recovery plan.

- c. Storage of current and archived Patron and donor profiles by name and transaction log for each Patron and/or donor.
- d. Ability for GISD administrator/User to conduct real-time searches, sorts and retrieval functions on data utilizing multiple categories including, but not limited to, name or partial name, phone number(s), address(es), email(s), account number (if applicable), and event or event type.
- e. Ability to store data to include, but not limited to, patron preferences, donor levels, and multiple comment fields.
- f. Capability for interface/download with GISD software to include, but not limited to, Microsoft Office, Blackboard (Campus ID and door access system), PeopleSoft, Advantage, BSR donor system, iCal, and RSS.
- g. Security measures to protect GISD data and system integrity. Proposing vendor shall detail the following:
 - (i) Anti-virus protection to include, but not limited to, measures taken to protect the system from malicious attacks, system hacking and identity theft.
 - (ii) Network security policies and practices.
 - (iii) Physical access and security to critical system hardware.
 - (iv) Policies and procedures related to implementing system updates and patches.
 - (v) Uptime guarantee for Offered hosted solution.

Attach additional documentation titled: **“Technical Requirement”**.

8. Detail both single and season ticket processes, including, but not limited to, selling of tickets, handling of payments, renewal procedures, exchanges (single & season), refunds, purchaser accounts, methods to track complimentary tickets, event setup & modification (including seating manifests, ticket types, ticket layout, etc.), group sales, season tickets/renewals/rollovers, etc. Describe the use and functionality of a single integrated database for the all aforementioned ticket processes.

Detail both single and season ticket processes, including, but not limited to, online renewal procedures for season tickets, online account access, online ticket exchange program(s), prepaying concessions &/or parking, purchasing group tickets online, printing of invoices, etc.

Describe your ability to provide “Stored Valued Tickets” a.k.a “Loaded Tickets” at venue POS systems. Provide examples of other client venues that are using this functionality.

Attach additional documentation titled: **“Ticketing Requirements”**

9. Provide a description of your Access Control System, which includes the methodology of how the barcodes are generated when tickets are sold (voided, re-issued, transferred), system hardware architecture and database management. Explain how tickets are scanned and authenticated against a database to prevent use of fraudulent/duplicate tickets. Identify third party vendors and software providers whose solutions or hardware are integrated into your Access Control Solution. Explain who supports the Access Control system and the recommended policies in the event the system fails during an event admission cycle. Attach additional documentation titled: **“Accessibility”**.

10. Proposing Vendor shall describe in detail hardware capability to include, but not limited to, the following

Both GISD owned and proposing vendor owned solutions for the following:

- a. Point of Sale
- b. Chip Credit Card swipes
- c. Ticket printers
- d. Handheld gate scanners

Describe how your system is architected. Do you require GISD to host their own servers or do you host all software applications? If you host the software application, describe how you will protect GISD from system failures. Explain all requirements for servers, routers, communication equipment, etc. Detail the financial responsibility of each party for each component of hardware and/or communication. Explain the process if promoters or management require remote access for reporting purposes.

The estimated minimum hardware requirements for point-of-sale and access control equipment is on the following (Curtis Culwell Center):

Ticket printers (Boca printers) - 7

Chip Credit card swipes- 7

Scanners - 22

Other hardware that may be required could include switches, UPS, and laptops. Attach additional documentation titled: **“Hardware Requirements”**.

11. Proposing Vendor shall describe in detail its system's reporting and administration capabilities to include but not limited to:

- a. On-demand retrieval for current and archived data.
- b. Custom reporting to include but not limited to information on separating report data by event or event type, method of purchase, purchase location, and cashier.
- c. Administrator remote access on any internet capable computer.
- d. Track activity in events, maps, seating, and Patron accounts by cashier/administrator log in, date, and time, retaining activity log after log ins are deactivated.
- e. Ability to support multiple maps for same venues, reserved and general admission options.
- f. Ability to edit or add an event or venue map.
- g. Method of event set-up and protocol for scheduling sales, editing events to include but not limited to dates, times, ticket headers, ticket prices, types and discounts.
- h. Methods of access to report information to include, but not limited to, POS, administrator log in, auto reports via email, User log in.

Attach additional documentation titled: **“System Reporting and Administrative Access”**

12. Describe in detail the level of support your company will provide the Garland ISD. Do you provide full time (24x7x365) call in technical support and on-site emergency support of the application and hardware? Attach additional documentation titled: **“Technical Support”**.

13. Describe in detail your company's maintenance program for repair and/or replacement of any and all equipment your company will supply in conjunction with the proposed service and resulting contract related to this RFP. The maintenance to include but not limited to web enhancements and repairs, data purge and archive process. Attach additional documentation titled: **“Maintenance Program”**.

14. Describe in detail your policy regarding settlement. How often will you be remitting payments and ticket sales proceeds to GISD? Explain in detail your monetary control functions which may include but are not limited to event settlements and funds distribution, deposit procedures, maintenance of an escrow account established specifically for the Curtis Culwell Center event ticket sale proceeds, and various other guarantees you will provide that assures

GISD will have absolute, total, and timely control over all event proceeds until the event has taken place. Attach additional documentation titled: **“Payment Settlement”**.

15. Proposing Vendor shall provide samples of the following:

- a. Canned reports, to include but not limited to event audit and daily reconciliation.
- b. Reconciliation reports.
- c. Tickets.
- d. Master contracts and agreements.

Attach additional documentation titled: **“Samples”**.

16. Detail the necessary steps and timelines to process disputed transaction.

17. What safeguards does the proposer have in place to prevent fraudulent transactions?

V – PRICING EXPLANATION

1. The Proposing Vendor(s) shall submit a detailed proposal itemizing (all) Questionnaire items as well as any and all costs for a vendor hosted on-line ticketing system application. Proposing Vendor shall detail how service contracts will be billed: monthly, quarterly, annually, or if deducted from revenue due GISD. Vendor shall describe flexibility of fees based on ticket price if on a per ticket pricing structure. Vendor shall also detail what “per ticket” signifies if on a per ticket pricing structure (ex. season package vs. single ticket, zero-dollar value vs. face value, 100% complimentary shows).

2. Outline the training program you would implement to facilitate a smooth transition.

3. Please describe all telephone, networking, and/or Internet connections which will be required to install and operate your system at the Curtis Culwell Center.

4. Please detail any other costs quoted in pricing line 5.

5. Describe what other fees GISD may implement to generate revenue including facilities fees, parking revenues, convenience fees, branding and sponsorship opportunities and more. Provide typical and specific examples of your fees and details on the distribution of those fees between your company and GISD for prices quoted in pricing lines 6-11.

VI - ADDITIONAL EVALUATION CRITERIA

It is the intent of GISD to make an award to a proposing vendor(s) that, in the opinion of the GISD, present offers that appear to be favorable to the GISD, based upon the vendors ticketing solution, scope, availability of services, quality of services, reputation, and price in light of the GISD’s anticipated need for Ticketing Services. In addition to the primary evaluation criteria listed within this RFP, the criteria listed below will also be considered for award:

1. Quality, reliability, and overall functionality of the vendor’s product.
2. The ease of use for patrons, GISD administrative personnel and their designees.
3. Cost effectiveness of the solution to GISD and patrons.

4. The ability to demonstrate and generate several revenue streams via the vendors flexible business model.
5. The vendor's ability to enhance or supplement the personalized branded marketing and sponsorship needs of the GISD Curtis Culwell Center.
6. The vendor's ability to provide the GISD with complete control and messaging of all consumer touch points.
7. The vendor's ability to meet the implementation date required, and facilitate a smooth transition to their system.
8. The vendor's ability to provide the necessary support for implementation, ongoing maintenance and upgrades.
9. Overall business and financial viability of the vendor.
10. The vendor's experience in providing integrated ticketing and marketing solutions for buildings similar in nature to the CCC.
11. The vendor's creativity in impressing the overall value and venue controlled approach in all areas of their business model and solution - establishing a long term partnership.
12. Additional company resources and overall industry resources and consultation the vendor can provide clarity and completeness of the vendor's response to the RFP.
13. The GISD, at its sole option, may request the proposing vendor(s) to participate in an on-site demonstration of their proposed solution. Proposing Vendors shall be prepared to demonstrate their proposed solution to a GISD evaluation committee. Scheduling dates and times for the demonstration shall be the responsibility of GISD's Purchasing Department.

GISD retains the right to reject or accept any proposals.



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

Bid Number/Title: 32329 90-20 ONLINE TICKETING SERVICES FOR THE CURTIS CULWELL CENTER

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON MARCH 18, 2020. 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	
Has your company been in;business of;providing the goods;requested in this soliciatation for at least 3 years ?Enter a 2 for Yes or 1 for No ;	5	5	1	

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Deviation Compliance Form attached to this solicitation.	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			
Does your firm agree to the E-commerce requirements attached to this solicitation?Enter Yes or No	Required	30	30	
If your company has agreed to the E-Commerce requirements, provide the Name, Telephone Number and E-mail address of the staff member responsible for this function e.g., Joe Technology, 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	Required			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
minority business? If yes, attach a copy of the certification with the Request for Proposal/Bid response.				
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 http://www.epcnt.com Enter Yes or No.	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Enter Yes or No	Required			
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			
Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address " http://www.txctp.org ", Enter Yes or No.	Required			
Are the contents of this response considered Confidential or Proprietary? Enter Yes or No. If Yes, please identify the information declared Confidential or Proprietary, i.e. prices, ingredients, references, in space provided	Required			
Please state the percentage discount off catalog pricing for materials or services your firm will offer Garland ISD for the term of this contract for purchases other than those listed in this RFP. Your response should include the % sign. IF no discount offered, your response should be stated as 0%.	Required			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
1	State the cost of professional services typically required for implementation of services including process design, product configuration and product customization	Each	1				
	Have you read Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
2	State the cost of training end users and IT support staff as well as the cost of any product documentation and reference materials. Include initial and ongoing training costs.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
3	State all support and maintenance costs associated with maintaining the solution over the next five (5) years. Please include any costs associated with network connectivity, hosting, and similar types of costs.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
4	State the cost associated with telephone, networking, and/or internet connections which will be required to install and operate your system at the Curtis Culwell Center.	Each	1				
	Have you read Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
5	State any other costs associated with your solution that do not fall into any of the categories provided in lines 1-4, for example, labor costs, ticket stock printing, licensing fees, etc.	Each	1				
	Have you read Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
6	Please state venue controlled consumer charges at each point of sale per ticket	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
7	Please state venue controlled consumer charges at each point of sale per order.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
8	Please state venue controlled consumer charges at each point of sale for fulfillment.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
9	Please state venue controlled consumer charges at each point of sale for on line renewal.	BD	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
10	Please state venue controlled consumer charges at each point of sale for miscellaneous items.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	
11	Please state venue controlled consumer charges at each point of sale for branding revenue.	Each	1				
	Have you read the Scope of Services and Questionnaire?	Yes	100	-	0 100	Yes	

Bid Number/Title: 32329 90-20 ONLINE TICKETING SERVICES FOR THE CURTIS CULWELL CENTER

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

EXCEPTIONS

Item No	Description	UOM	Quantity
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Item Lines with No attributes:

Item Lines with Quantity =1 :

1	State the cost of professional services typically required for implementation of services including process design, product configuration and product customization	Each	1
2	State the cost of training end users and IT support staff as well as the cost of any product documentation and reference materials. Include initial and ongoing training costs.	Each	1
3	State all support and maintenance costs associated with maintaining the solution over the next five (5) years. Please include any costs associated with network connectivity, hosting, and similar types of costs.	Each	1
4	State the cost associated with telephone, networking, and/or internet connections which will be required to install and operate your system at the Curtis Culwell Center.	Each	1
5	State any other costs associated with your solution that do not fall into any of the categories provided in lines 1-4, for example, labor costs, ticket stock printing, licensing fees, etc.	Each	1
6	Please state venue controlled consumer charges at each point of sale per ticket	Each	1
7	Please state venue controlled consumer charges at each point of sale per order.	Each	1
8	Please state venue controlled consumer charges at each point of sale for fulfillment.	Each	1
9	Please state venue controlled consumer charges at each point of sale for on line renewal.	BD	1
10	Please state venue controlled consumer charges at each point of sale for miscellaneous items.	Each	1
11	Please state venue controlled consumer charges at each point of sale for branding revenue.	Each	1

Required Forms

Compliance Form

Certification for Criminal History Check

**Confidential Information Declaration
&
Copyright Authorization Form**

Insurance Requirement

Compliance Form

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

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

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

Company Name

Address

City

State

Zip

Printed Name

Title

Signature

Email Address

Telephone #

Fax #

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

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

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

“Disqualifying conviction” - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) 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

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

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. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

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. _____(Initials)

Company Name Insured By: Printed Name Certificate Number