

GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

501 S. Jupiter Garland, Texas 75042

REQUEST FOR PROPOSAL ONLINE TICKETING SERVICES PROPOSAL #90-19-01 (32273)

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.

THE DISTRICT WILL BE CLOSED NOVEMBER 25 – 29, 2019 FOR THANKSGIVING BREAK

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 <u>not</u> 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 my 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 INTHIS 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 for approval but shall not exceed the Consumer Price Index for the previous year.

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 anticollusion 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 REQUIRMENTS

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, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

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 USUAGE 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 OUANTITIES

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

*Ouantities 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 "INDEMNITORS") SHALL (COLLECTIVELY AND DO AGREE INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS THE MEMBERS OF 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 "LIABILITIES") OF ANY **PERSON** OR (COLLECTIVELY 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 lis 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
	Your company Part # (each item #
Supplier Item	must be unique and match your
	company's published catalogs)
	Description of the item from your
Description	database (no more than 25
	characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No
Offit Trice	percentages
Lead Time	Numbers of days to deliver ARO
Long	Additional description information
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.

4.25. 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.

4.26. 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.

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT Instruction Sheet

1. Contract Term

From <u>December 20, 2019</u> (or date of award) through <u>December 20, 2020</u> with the District's options to renew annually through <u>December 20, 2023.</u>

2. Submitting Questions

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to dfields@garlandisd.net no later than December 2, 2019 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 **December 4, 2019** 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 <u>\$24,999</u>; 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.

5. Required Forms

All Required Forms <u>MUST</u> 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.

6. Line Pricing

Each line item must be proposed as specified, including description and unit of measure. Any questions regarding unit of measure must be resolved between the prospective proposer and the District Purchasing Department in accordance with the Item #2 above. Failure to propose specified description and unit of measure may be cause for rejection of proposal for the item(s) in question. Refer below for information regarding bidding of "or equals" and alternates. The district will make the sole determination regarding Approved Equals.

7. Bidding an "or Equal":

When bidding an "or Equal", vendor must indicate pricing on the base line provided. Do not add additional lines. Vendor must indicate in their proposal the brand and model/catalog number being offered. Include with your proposal any catalogs, brochures or other information relative to the characteristics of the product on which you are offering. For your bid to be considered you must show your comparable specification for each item in the related field.

8. Bidding Alternates:

(Alternates not accepted)

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

9. Supplemental Information

Scanned attachments may be provided at the line level when submitting requested information, or providing district personnel adequate literature, to evaluate the quotation product as "or equal". Failure to do so will result in the rejection of this quotation. Manufacturer Model/Part # must be provided when proposing "or equal" items. Absence of manufacturer and part number is considered responding per specification. Sourcing (Electronic Bidding) Training Simulations is available at http://www.garlandisd.net/content/how-do-business-us.

10. Fingerprinting Requirement:

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

	Parameters:	Max Points
1	The purchase price	40
2	The reputation of the vendor and of the vendor's goods or services	14
3	The quality of the vendor's goods or services	13
4	The extent to which the goods or services meet the district's needs	30
5	The vendor's past relationship with the district	3
6	The impact on the ability of the district to comply with the laws and rules relating to historically under- utilized businesses (HUB)	O
7	The total long-term cost to the district to acquire the vendor's goods and services	O
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 B. employs at least 500 persons in this state	0
	Total Points	100

Compliance Form

An authorized company representative must significant instruction Sheet, Instructions to Proposer, Awar Delivery, Terms and Conditions and all other informations.	d/Evaluation of Propos	als, Certifications, Shipping and
be listed on this page, with complete detailed cond will consider any deviations in its award decisions	itions and information is, and the District reserve	ncluded or attached. The District is the right to accept or reject any
bid based upon any deviations indicated below or i		
In the absence of any deviation entry on this form with the Sourcing Instruction Sheet, Instructions to		
Shipping and Delivery, Terms and Conditions and		
Please list deviations below (attach additional shee	ts, if needed):	
1,000		11.11.11.11.11.11.11.11.11.11.11.11.11.
	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.

("Contractor") I cortify that [chack and]

On be	ehalf of	f("Contractor"), I certify that [check one]:
□ Or	also o	e of Contractor's employees are <i>covered employees</i> , as defined above. The service contractor shall certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted determination that any person is not a covered contract employee continue to exist throughout the that the contracted services are provided.
	Some	e 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.
Signa	ture	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.

Signat		Title	Date
Printe	d Name		
this fo furthe in res _l	orm is not properly completed, r grants authorization for the r	istrict assumes no liability/responsibility for signed and the appropriate pages clearly me production and release of any information under the Texas Public Information nation.	narked as directed. The undersigned on asserted to be copyright protected
	sections declared Confidents or proprietary and listing the	ial or Proprietary by properly marking the em below:	pages &/or sections as confidential
		ARE considered Confidential or Proprieta	
	Contents of this document a	re NOT considered Confidential or Propri	ietary

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	e General I	Liability*	(CGL)
u.	COTTIDION		Diagram,	

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. Company Name Insured By: Printed Name Certificate Number			
Company Name	Insured By:	Printed Name	Certificate Number

RFP FORM/SPECIFICATION (Page 1)

I – GENERAL INFORMATION AND SCOPE OF SERVICE

The Garland Independent School District (GISD) is hereby soliciting established vendors authorized and certified to provide On-Line Ticketing Services to the GISD. The GISD is looking to receive proposals that will include computerized ticket sales and distribution solution capable of handling the ticketing, marketing and reporting needs of venues for athletic events 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 GISD's expectation of a new On-Line Ticketing Service is to create more opportunities to sell tickets, deliver a better customer experience, and manage venue operations more efficiently, productively, and cost-effectively.

STANDARD FUNCTIONS FOR THE ATHLETIC DEPARTMENT

- 1. Website to purchase tickets and promote events.
- 2. In-house system with administrators in control and management of all operations including box office, telephone sales, inventory, data, other sales, and walk-ups
- 3. The Athletic Department usually hosts internal GISD events only. GISD does not wish to impose a user fee for most internal events.
- 4. Each entity 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. Each entity will use standard POS devices including credit card readers, cash drawers and receipt printers for fast ticketing, outlets, without errors, and automatic inventory control.
- 6. The Athletic Department can build customer loyalty, enhance customer confidence and deliver a seamless ticketing experience by selling tickets on our branded website 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, technically compatible with GISD technology, 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.

RFP FORM/SPECIFICATION (Page 2)

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 event, 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. The Proposer should become familiar with the unique needs of the Athletic Department to tailor the optimal system.

GARLAND INDEPENDENT SCHOOL DISTRICT RFP FORM/SPECIFICATION (Page 3)

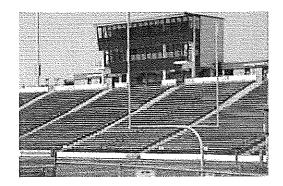
I - GENERAL INFORMATION AND SCOPE OF SERVICE (Continued)

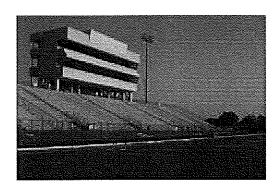
GISD - Homer B. Johnson (HBJ) Stadium

GISD - Williams Stadium

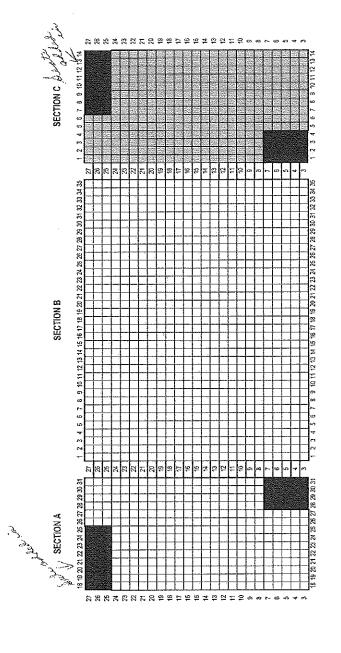
1029 E. Centerville Rd, Garland, Tx. 75041

510 Stadium Drive, Garland, Texas 75040





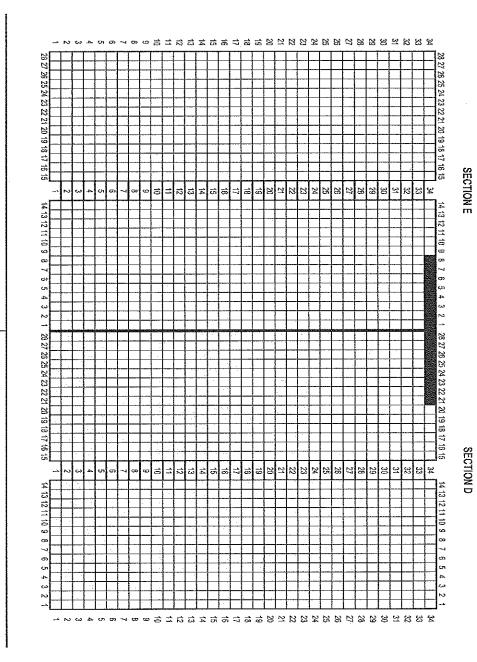
Both HBJ Stadium and Williams Stadium seating capacity is 15,000 approximately. HBJ Stadium hosts sixteen (16) sporting events, and William Stadium hosts eighteen (18) sporting event annually approximately. Both stadiums average 3000 tickets sold per event. Home reserve seating and visitor seating charts are listed below.



HOME SEATING CHART (RESERVED)

WILLIAMS STADIUM

GARLAND INDEPENDENT SCHOOL DISTRICT RFP FORM/SPECIFICATION (Page 5)



HOME SEATING CHART (RESERVED)

<u>5</u>0

RFP FORM/SPECIFICATION (Page 6)

II – DESIRED SERVICE-SYSTEM FUNCTIONS

- 1. The Proposing Vendor will provide the GISD with a comprehensive solution for Ticketing Services. The desired <u>Service-System should be web based</u>. The district would prefer to eliminate any need for installation of software at Point of Sale (POS) locations. Frequent software updates to POS locations could be problematic.
- 2. The proposed Service-System should be compatible with touch-screen POS.
- 3. The proposed 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.
- 4. The GISD 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.
- 5. All tickets must display unique **barcodes using 1D or 2D technology** to insure that no ticket is used twice.
- 6. District must maintain right of ownership and discretion in choosing printers, ticket scanners and box office hardware. Hardware should not be limited to use by a single service provider, but should be compatible with multiple online ticketing service providers. Scanners are expected to be Wi-Fi enabled, using the Windows Mobile operating system, and capable of scanning both 1D and 2D barcodes. Printers are expected to be brands commonly used in the ticketing industry, such as Boca, Datamax or Practical Automation.
- 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.

RFP FORM/SPECIFICATION (Page 7)

<u>II – DESIRED SERVICE-SYSTEM FUNCTIONS</u> (Continued)

- 8. The proposed <u>Service-System should be imbedded in District websites or District "branded" webpages</u> 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. Also, marketing by online ticketing providers should not be intrusive and must be approved by the district before being used. It is also expected that each venue will have its own unique web-sales site.
- 9. In no way should any customer information be used by the ticketing service without district approval. All transactions are expected to be encrypted and any customer or transaction data must be housed on secure servers.
- 10. It would be considered a plus if the selected ticketing service could help drive promoted events to District venues through online marketing efforts or direct industry participation.
- 11. The proposed Service-System should have available a <u>24/7 Call Center</u> to assist with technical issues.
- 12. The proposed 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 proposed Service-System should allow unlimited number of users to sell tickets, but also have the flexibility in restricting access of individual users to specific functions or to selling tickets to specific events if necessary.
- 14. The proposed 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 print-at-home and on the back of box office printed tickets.

RFP FORM/SPECIFICATION (Page 8)

II – DESIRED SERVICE-SYSTEM FUNCTIONS (Continued)

- 15. District must have ability to sell general admission and reserved seating. For reserved seating events, customers should be able to select individual seats or, if the District chooses, best available seats.
- 16. <u>Season subscriptions</u> should also be made available. The system should automatically select the same seat number for every event in the subscription series (if available).
- 17. With season subscriptions, it should be possible to purchase a season subscription in a similar manner as a single ticket. In other words customers should be able to select a <u>package</u> and not have to select events on an individual basis to make up a season subscription. The District should have the ability to create different season packages such as one which may include six events and another which may include a different group of events.
- 18. Gate numbers should be printed on tickets which will show the appropriate entrance point for a particular seating zone.
- 19. Customers buying tickets online should have the option of creating 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
- 20. The proposed Service-System should provide 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.
- 21. A reasonable number of **complimentary tickets** should be made available for each event free of any service provider fees.
- 22. The proposed Service-System should be <u>low cost or no cost setup fees</u>. Setup fees should be limited to time invested in generation of seating charts for reserved seating sales.

RFP FORM/SPECIFICATION (Page 9)

<u>II – DESIRED SERVICE-SYSTEM FUNCTIONS</u> (Continued)

- 23. It is expected that service fees on box office sales will be considerably lower than fees on sales made online. Customers buying tickets online are accustomed to paying extra for the convenience of securing and printing their tickets at home.
- 24. <u>Service fees are expected to be passed on to the ticket buying public</u>. Due to the District's low average ticket prices, service fees should be reasonable in such a way that they do not impede ticket sales volume.
- 25. Customers should have the ability to reserve seats, at the District's discretion.
- 26. <u>Use of District merchant accounts is preferred</u> and collection of ticket sales should occur on a daily or weekly basis.
- 27. Each District venue is expected to report separately and thus monies collected from online sales should be directed to separate accounts.
- 28. The proposed Service-System should provide <u>a variety of reporting tools</u> must be made available, including real-time daily sales reports, reports on individual sellers, event dashboards, event settlement reports and customer contact lists used for e-mail blasts.
- 29. The proposed Service-System should provide <u>reporting that is flexible</u> and customizable. For example, separate reports for home and visitor team sales are needed on sporting events. Canned reports may limit this functionality.
- 30. The proposing vendor agrees to provide <u>adequate training</u> on use of ticketing system, including box office sales, ticket scanning and event reporting procedures as needed.
- 31. <u>Service fees</u> are expected to be absorbed by our ticket buyers and should be fair and reasonable in relation to ticket prices. Unreasonable service fees would only hinder the district's ability to maintain or increase ticket sales volume.

GARLAND INDEPENDENT SCHOOL DISTRICT RFP FORM/SPECIFICATION (Page 10)

<u>II – DESIRED SERVICE-SYSTEM FUNCTIONS</u> (Continued)

- 32. 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 of 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).
- 33. The proposing vendor shall submit copies of all boilerplate <u>master contracts and</u> <u>agreements</u> with this RFP # 90-19-01 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.

RFP FORM/SPECIFICATION (Page 11)

- 1. 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 the 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 the 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 the GISD within the pricing section above. Attach separate documentation titled: "Private Label Web Site Sales".
- 2. 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. Ability to accommodate a diverse combination of on-campus and off-campus users in multiple venues.
 - d. Storage of current and archived Patron and donor profiles by name and transaction log for each Patron and/or donor.
 - e. 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.
 - f. Ability to store data to include, but not limited to, patron preferences, donor levels, and multiple comment fields.
 - g. 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.
 - h. 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 Offeror hosted solution.

Attach additional documentation titled: "Technical Requirement".

RFP FORM/SPECIFICATION (Page 12)

- 3. 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.
- 4. 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.
- 5. 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"
- 6. 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. 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".
- 7. 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. Credit Card swipes
- c. Ticket printers
- d. Handheld gate scanners
- 8. Describe how your system is architected. Do you require the 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.

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

RFP FORM/SPECIFICATION (Page 13)

- 9. Proposing Vendor shall describe in detail its system's reporting and administration capabilities to include but not limited to the following:
 - 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".
- 10. Describe in detail the level of support your company will provide the Garland ISD. Do you provide full time support of the application? Attach additional documentation titled: "Technical Support".
- 11. 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".
- 12. 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 Special Events 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".

RFP FORM/SPECIFICATION (Page 14)

- 13. 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".

- 14. Proposing Vendor shall detail how service contracts will be billed: monthly, quarterly, annually, or if deducted from revenue due the 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).
- 15. Provide a thorough and complete estimate of the user fees associated with your solution. Describe what other fees GISD may implement to generate revenue including facility use 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. Please indicate any assumptions you made when estimating your costs. Explain any variable pricing structure. Attach additional documentation titled: "User Fees".

RFP FORM/SPECIFICATION (Page 15)

III - 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, page 5, paragraph 1.2.7, 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 Athletic Department.
- 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 GISD.
- 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 the GISD's Purchasing Department.



GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

501 S. Jupiter Garland, Texas 75042

Bid Number/Title: 32273 90-19-01 ONLINE TICKETING (ATHLETICS)

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON <u>DECEMBER 10, 2019</u>. 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 <u>10:30 A.M.</u> 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	5	5	1	
2 for Yes or 1 for No;				
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.txctpa.org", www.txctpa.org;;; Enter Yes or				
No				
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.				***************************************

General	Required	Scoring	Max	Response
		Weight	Score	(Text or Number)
Although we are legally required to accept paper bids, we strongly			i.	
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	Reguired			
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	WILLIAM TO THE TOTAL THE TOTAL TO THE TOTAL TOTAL TO THE			

General	Required	Scoring	Max	Response
		Weight	Score	(Text or Number)
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 with "Yes" that you				
have read and understand this instruction.				
Does your company accept all of the terms and conditions stated in				
this solicitation? If No, complete the Deviation Compliance Form	Required	40	40	
attached to this solicitation.	Required	10	70	
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	Optional			
staff member responsible for this function e.g., Joe Technology,	•			
972.123.4567, Jtechnology@anycompany.com				
Identify the state in which the proposer's principal place of business	Required			
or main corporate office is located.				
Proposer's principal place of business is located within the	Required			
boundaries of the Garland Independent School District?	rtoquirou			
The Garland ISD has authorized district employees to use a credit				
card (Bank of America Master Card) to make purchases for	Required	20	20	<u> </u>
business purposes. Will your company accept these credit card	Required	20	20	
purchases?				
Is your company certified by the state of Texas or the North Central				
Texas Regional Certification Agency as a small, women-owned, or	Boguirod			
minority business?If yes, attach a copy of the certification with the	Required			
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	Required			
information regarding the Educational Purchasing Cooperative of				
North Texas, please visit their website at the following address				
www.epcnt.com.				
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	Required			
honor orders for items or services included herein which may be				
placed by these entities?				
Identify references by providing Organization, Contact Name, and				
Telephone # e.g.,Garland ISD, Joe Smith, 972.487.3009	Required			
State minimum order per shipment, if applicable.				
Table Commission for ampirions in appropriate				
Do not enter a minimum order amount at the line level unless it	Required			
applies to each product.				
State number of Business Days in which product will be delivered				
after receipt of order (ARO).	Required			
and rootificological (AINO).				

General	Required	Scoring	Max	Response
		Weight	Score	(Text or Number)
All required forms must be signed and submitted with the	Dogwined			
response.Have you attached the signed required forms?	Required			
Have you attached documentation outlining the training program	B			
your firm would implement to facilitate a smooth transition?	Required			
Have you attached a description of all telephone, networking,				
and/or internet connections which will be required to install and	Required			
operate your system for Athletic events?				
Please indicate any assumptions you made when estimating your				
costs. Explain any variable pricing structure.	Required			
Have you attached additional documentation itemizing details for:				
(A) Initial Start-Up Cost and Annual On-Going Cost assuming				
Garland ISD DOES NOT have any required hardware/software in				
conjunction with pricing estimates within this proposal?	Required			
	Required			
(B) Initial Start-Up Cost and Annual On-Going Cost assuming				
Garland ISD WILL PURCHASE INDEPENDENTLY ALL required				
hardware/software in conjunction with pricing estimates within this				
proposal?				
Have you provided documentation indicating which user fees are				
fixed and which, if any, are variable (for example, does the venue				
have an opportunity to increase convenience fees to cover	Required			
non-reimbursed event costs such as credit card fees), and including	Required			
your ability to provide the GISD with venue controlled consumer				
charges at each point of sale?				
Please state a percent off discount catalog percentage your firm				
would offer should the need arise to purchase any item or service				
not included in the pricing lines of this solicitation (please include	Required			
the % in your response). If your firm does not offer a discount,				
please list 0%.				
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	D			
all terms, conditions, specification, and pricing would apply? For	Required]		
information regarding the Central Texas Purchasing Alliance,				
please visit their website at the following address				
"http://www.txctpa.org", www.txctpa.org;;; Enter Yes or No;				
Are the contents of this response considered Confidential or				
Proprietary? Enter Yes or No;;;;;;; If Yes, please identify the	D ! :			
information declared Confidential or Proprietary, i.e. prices,	Required			
ingredients, references, in space provided.;				

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
1	Please estimate the cost of professional services typically required for implementation of services including process design, product configuration and product customization	Each	1				
	Does the quoted estimate include the cost of professional services typically required?	Yes	0	-			
2	Please estimate typical costs associated with purchasing the hardware required to implement your solution, assuming that GISD does not have any of the required equipment	Each	1				
	Does quoted estimate include all typical costs associated with purchaing the hardware required to implement your solution?	Yes	0	-			
3	Please estimate the cost associated with 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				
	Does quoted estimate include all costs associated with training and documentation?	Yes	0	-			
4	Please estimate all support and maintenance costs ANNUALLY associated with maintaining the solution over the next three (3) years, including any costs associated with network connectivity, hosting, and similar types of costs.	Year	1		ANALOS ANTONOMOS		<u>.</u>
	Does quoted estimate include all ANNUAL support and maintenance costs associated with maintaining the solution over the next three (3) years?	Yes	0	_			
5	Please estimate all costs for telephone, networking and/or internet connection which will be required to install and operate your system for all GISD Athletic events.	Each	1				
	Does quoted estimate include all costs for telephone, networking and/or internet connections which will be required to install and operate your system?	Yes	O	-			
6	Please estimate any other costs associated with your solution that do not fall into any other categories already priced, ex. labor costs, ticket stock printing, licensing fees	Each	1				
	Have you attached documentation to justify any pricing included in this line?	Yes	0	-			
7	User fee per ticket	Each	1				
	Have you attached documentation to your	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
						•	
	submission detailing which user fees are fixed and which are variable?		***************************************				
8	User fee per order	Each	1				
	Have you attached documentation to your submission detailing which user fees are fixed and which are variable?	Yes	0	-			
9	User fee for fulfullment	Each	1		P P P P P P P P P P P P P P P P P P P		
	Have you attached documentation to your submission detailing which user fees are fixed and which are variable?	Yes	0	-			
10	User fee for online renewal	Each	1				
	Have you attached documentation to your submission detailing which user fees are fixed and which are variable?	Yes	0				
11	User fee for branding revenue	Each	1				
	Have you attached documentation to your submission detailing which user fees are fixed and which are variable?	Yes	0	•			

Bid Number/Title: 32273 90-19-01 ONLINE TICKETING (ATHLETICS)

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

__EXCEPTIONS_

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1	Item No	Description	MOU	Quantity
I	ILCIII IAO	Description	OOW	Quantity
1				"
Т				

Item Lines with No attributes:

Item Lines with Quantity =1:

Please estimate the cost of professional services typically required for implementation of services including process design, product configuration and product customization		1
Please estimate typical costs associated with purchasing the hardware required to implement your solution, assuming that GISD does not have any of the required equipment	Each	1
the cost of any product documentation and reference materials. Include initial and ongoing		1
Please estimate all support and maintenance costs ANNUALLY associated with maintaining the solution over the next three (3) years, including any costs associated with network connectivity, hosting, and similar types of costs.	Year	1
Please estimate all costs for telephone, networking and/or internet connection which will be required to install and operate your system for all GISD Athletic events.	Each	1
Please estimate any other costs associated with your solution that do not fall into any other categories already priced, ex. labor costs, ticket stock printing, licensing fees	Each	1
User fee per ticket	Each	1
User fee per order	Each	1
User fee for fulfullment	Each	1
User fee for online renewal	Each	1
User fee for branding revenue	Each	1
	services including process design, product configuration and product customization Please estimate typical costs associated with purchasing the hardware required to implement your solution, assuming that GISD does not have any of the required equipment Please estimate the cost associated with 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. Please estimate all support and maintenance costs ANNUALLY associated with maintaining the solution over the next three (3) years, including any costs associated with network connectivity, hosting, and similar types of costs. Please estimate all costs for telephone, networking and/or Internet connection which will be required to install and operate your system for all GISD Athletic events. Please estimate any other costs associated with your solution that do not fall into any other categories already priced, ex. labor costs, ticket stock printing, licensing fees User fee per order User fee for fulfullment User fee for online renewal	services including process design, product configuration and product customization Please estimate typical costs associated with purchasing the hardware required to implement your solution, assuming that GISD does not have any of the required equipment Please estimate the cost associated with 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. Please estimate all support and maintenance costs ANNUALLY associated with maintaining the solution over the next three (3) years, including any costs associated with network connectivity, hosting, and similar types of costs. Please estimate all costs for telephone, networking and/or internet connection which will be required to install and operate your system for all GISD Athletic events. Please estimate any other costs associated with your solution that do not fall into any other categories already priced, ex. labor costs, ticket stock printing, licensing fees User fee per ticket User fee per order Each User fee for fulfullment Each User fee for online renewal