



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

**REQUEST FOR PROPOSAL  
BUDGET SYSTEM IMPLEMENTATION SERVICES,  
PROPOSAL # 2-17**

**August 25, 2017**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON September 11, 2017. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)**

You are invited to submit a Proposal to provide Budget System Implementation Services to the Garland Independent School District (GISD) from October 24, 2017 (or date of award) through October 31, 2018.

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

**THIS RFP WILL NOT BE OPENED OR READ PUBLICLY**

DELIVERY DATE IS \_\_\_\_\_ Business Days ARO  
(After Receipt of Order)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Authorized Representative Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Email Address

\_\_\_\_\_  
Telephone # Fax #

*Mark A. Booker*

Mark A. Booker  
Director of Purchasing

# 1. INSTRUCTIONS TO PROPOSERS

## 1.1 Submission of Proposals

### 1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Janet Curtis-Fuller, Buyer at [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net)

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

### 1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto:bids@garlandisd.net) and a copy to [jcfuller@garlandisd.net](mailto:jcfuller@garlandisd.net) no later than August 29, 2017 at 12:00 p.m.

### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by August 30, 2017 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.

### 1.1.4. NUMBER OF COPIES

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

### 1.1.5. DELIVERY OF PROPOSAL

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

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

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

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

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

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

**1.1.6. SIGNED ORIGINAL**

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

**1.1.7. 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.

**1.1.8. 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.**

**1.1.9. 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".

**1.1.10. 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.

**1.1.11. 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.

**1.1.12. 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.

**1.1.13. PROPOSAL TABULATIONS**

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-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.

**1.1.14. DEVIATIONS**

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

### **1.1.15. 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.

### **1.1.16. 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 Proposal 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, proposers 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 proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

### **1.1.17. POST-SUBMISSION CHANGES**

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

## **1.2 Award/Evaluation of Proposals**

### **1.2.1. WAIVING INFORMALITIES**

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.

### **1.2.2. PRINCIPAL PLACE OF BUSINESS**

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not

apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

### **1.2.3. MULTIPLE AWARDS**

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

### **1.2.4. TIE PROPOSALS/EVALUATION FACTORS**

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

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

### **1.2.5. 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.

**1.2.6. 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.

**1.2.7. 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.

**1.2.8. 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).

**1.2.9. 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.

**1.2.10. 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.

**1.2.11. 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 term of the contract.

**2. CERTIFICATIONS****2.1. CERTIFICATION AFFIRMATIONS**

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

**2.1.1. ANTI-COLLUSION AND FRAUD**

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

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

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

**2.1.3. COPYRIGHT AND PATENT LAWS**

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

**2.1.4. SOLE SOURCE**

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

**2.1.5. PUBLIC INFORMATION**

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

**2.1.6. FUNDING AGREEMENTS**

Proposer certifies that if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**2.1.7. CLEAN AIR AND WATER POLLUTION ACT**

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

**2.1.8. ENERGY POLICY AND CONSERVATION ACT**

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

**2.1.9. RECORD RETENTION 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. RECOVERD 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>

### 3. TERMS AND CONDITIONS

#### 3.1. CASH PAYMENTS AND DISCOUNTS

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

#### 3.2. CONTRACTS AND PURCHASE ORDERS

A negotiated contract between the parties will serve as the award instrument against this Request for Proposal. Orders for service will be placed with a Purchase Order as items are approved for purchase and funds become available. 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.

Proposers must submit a copy of the contract document under Tab 6 as stated in Requirements (Responses Required) 5.6.2. **Proposer agrees to provide a copy of the contract document in word format upon request.**

#### 3.3. 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.**

#### 3.4. 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:

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

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

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

- 3.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.5. Unique invoice number used for each billing
- 3.4.6. Merchandise has been received.
- 3.4.7. 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.**

**3.5. CHANGING QUANTITIES**

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

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

**3.6. NO SMOKING POLICY**

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

**3.7. 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.

**3.8. 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.

**3.9. 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.

**3.10. AVAILABILITY OF FUNDING**

Garland ISD's fiscal year is September 1 through August 31. 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.

**3.11. 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.

**3.12. ASSIGNMENTS**

GISD and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the District; any attempt to do so without said prior permission shall be void and of no effect. The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of GISD or designee and the Vendor.

**3.13. 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.

**3.14. 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.

**3.15. 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.

**3.16. PROJECT MANAGEMENT STAFF DESIGNATION**

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of GISD project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

In the event that an employee of the Vendor is, in the opinion of GISD, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

**3.17. 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.

**3.18. HOLD HARMLESS**

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

**3.19. 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.

**3.20. 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.

**3.21. 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.

**3.22. 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>.

**4.27. 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.

**4.28. 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](http://www.ethics.state.tx.us/index.html).

**END OF SECTION**

**GARLAND INDEPENDENT SCHOOL DISTRICT**  
**Instruction Sheet**

**1. Value of Contract**

The estimated value of this contract is \$200,000; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified). The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

**2. Required Forms**

**All Required Forms MUST be completed.**

**3. 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.

**4. 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.

**5. 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.

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

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

- 1.4 Supplier will receive award letter or signed contract from the Purchasing Department.  
**Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.**
- 1.5 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.
- 1.6 Follow instructions on the FAST Pass to arrange an appointment for

employees to be finger printed. Employers may select the most convenient location to their zip code.

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

2. After fingerprinting is completed, email Diane Fields, Administrative Assistant to Director of Purchasing at [Dfields@garlandisd.net](mailto:Dfields@garlandisd.net) and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.
3. If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property



**FORMS IN THIS SECTION MUST BE COMPLETED,  
SIGNED WHERE SIGNATURE LINES ARE PROVIDED,  
AND RETURNED AS A PART OF YOUR FIRM'S  
PROPOSAL SUBMISSION.**

## Supplier Questionnaire

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

If yes, provide a copy of the certification with the Request for Proposal/Bid response.

2. References:

<u>Name</u>	<u>Telephone Number</u>
_____	_____
_____	_____
_____	_____

3. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland • City of Rowlett • Ysleta ISD

The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Yes   
No

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes   
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 [www.txctpa.org](http://www.txctpa.org) . Yes   
No

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

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

6. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_(state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes  No
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes  No
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes  No

## Compliance Form

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

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

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

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\_\_\_\_\_  
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))**

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

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

**“Disqualifying conviction”** - A “disqualifying conviction” is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of \_\_\_\_\_ (“Contractor”), I certify that [check one]:

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

Or

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

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

---

Signature

Title

Date

## Confidential Information Declaration & Copyright Authorization Form

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The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

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The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

\_\_\_\_\_  
Printed Name

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Signature	Title	Date
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### INSURANCE REQUIREMENTS

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

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

- \*In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

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

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

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

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

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

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

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Company Name	Insured By:	Printed Name	Certificate Number
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**PROPOSAL #2-17**  
**BUDGET SYSTEM IMPLEMENTATION SERVICES**

## **1. Introduction**

Garland ISD has previously procured Oracle Planning & Budgeting Cloud Service (PBCS) to support annual budget development, budget monitoring, and budget reporting. This Request for Proposal (RFP) is to solicit responses from qualified firms on providing such professional services for the implementation of PBCS for Garland ISD. It is expected that the awarded vendor will provide a highly qualified and experienced project manager along with appropriately skilled and experienced consultants.

Stated within this RFP are instructions for submitting the proposal, criteria by which a vendor will be awarded, and contractual terms by which the District proposes to govern the relationship with the awarded vendor.

## **2. Background**

Garland ISD is the 12<sup>th</sup> largest school district in Texas. The District enrolls over 57,000 students and employs over 7,300 people. Facilities are spread across 94 square miles in 3 cities, consisting of 72 campuses and over 250 cost centers in 10 administrative facilities.

The District first implemented Oracle E-Business Suite in 2004, with Oracle Financials, Oracle Human Resources Management System and Oracle Supply Chain Management suites. Over the years, new modules continued to be implemented and business functionality expanded. Currently, the District runs Oracle E-Business Suite release 12.1.3. The District's current budget cycle begins in February/March and ends with a Board approved budget in August.

### **2.1. Current Technology Environment**

#### **2.1.1. Operating Platform/Environment**

Garland ISD's Oracle EBS is installed and locally managed in its own on-premise data center with the following configuration:

- Hardware – HP 580's, XIO SAN; Migrating to UCS B200's
- Database – 11g R2, 11.2.0.3
- Operating System – Oracle Enterprise Linux 5

#### **2.1.2. Software/Applications**

Garland ISD currently utilizes the following business applications:

- Oracle EBS 12.1.3, most of Financials, Procurement, and HR (GL, AP, AR, PA, CE, FA, PO, INV, OM, HR, PSB, PAY, OAB) in addition to iProcurement, iExpense, Self-Service HR and others
- Oracle OBIEE is being implemented as a replacement reporting tool for Oracle Discoverer
- Kronos for Time Tracking

#### **2.1.3. Current Budgeting and Planning Software**

- Development of the Garland Independent School District (Garland ISD) annual budget is currently performed with a combination of the Oracle E-Business Suite Public Sector Budgeting (PSB) module and Excel spreadsheets.

#### **2.1.4. Future Budgeting and Planning Software**

- Oracle Planning and Budgeting Cloud Service (PCBS)



### 3. Minimum Eligibility Qualifications

To be considered for award and further evaluated, proposer must meet or exceed minimum eligibility qualifications. Failure to comply with the following qualifications will disqualify the proposal and will suspend further consideration of the RFP response.

#### 3.1. Provide Comparable References

Proposer must have project references that demonstrate having successfully completed projects of similar size and scope in the past 5 years, i.e. clients with a minimum 3,000 employees.

Must provide 1 reference from the past 5 years that clearly shows how the proposer meets or exceeds this requirement. Note: References will be further evaluated for validity and proposer may be subject to disqualification if the minimum required reference is later found to be invalid.

3.2. At least 1 PBCS public sector implementation in past 5 years

3.3. At least 1 PBCS implementation dealing with position and/or employee budgeting functionality in past 5 years

3.4. At least 1 PBCS implementation integrating with Oracle EBS in past 5 years

### 4. Scope of Work

Garland ISD seeks proposals from qualified vendors to provide a turnkey project for the PBCS implementation. The goal is to immediately begin the project in November 1, 2017 with anticipation of a live application on May 1, 2018 for the beginning of the 2018-2019 budget cycle.

Garland ISD will serve in a support role to execute the implementation. The key objectives of this project are to deliver a new and independent Enterprise Planning and Budgeting System (and related processes) that will stand alone but also continue to exchange all relevant data with Oracle EBS (12.1.x or 12.2.x).

The vendor should consider the following minimum requirements and phases as included in the scope of work:

#### 4.1. Potential for On-Site Personnel

While GISD understands and can appreciate the off-site consulting business model, GISD values and is seeking vendors that are willing to bid and perform a balance of project time on-site at GISD, versus off-site. GISD is interested in proposals from vendors that are willing to provide a portion of their key resources on-site. Potential for on-site opportunities include:

- Key resources (Project Manager and Functional Consultant) on-site during project kick-off week
- Project Manager on-site 2 – 4 days surrounding key project milestones and/or once per month, e.g., project kick-off, business process requirements deliverables, Conference Room Pilot (CRP) and/or User Acceptance Testing (UAT), Training, and Go-Live
- Functional Consultant – as the primary key resource, GISD is interested in maximizing the time spent on-site with this resource, but is open to proposals. This resource would be on-site more often than the Project Manager
- Technical Resources – such as Solution Architects, DBAs, System Administrators or Developers are understood to have more of an off-site role. GISD is interested in the vendors proposals for these resources on-site vs off-site time allocations.

#### 4.2. Discovery & Analysis

The discovery and analysis phase of the project shall culminate with the following deliverables:

- Project Plan – A formal document used to guide both the project execution and project control.

- Business Requirement Document (BRD) – Generally 20-30 pages and serves as the blue print for implementation. It will detail the solution for the project including the documentation of customer needs and expectations. This must specifically include position/employee budgeting across the District and also the ability to run multiple potential raise scenarios
- Fit/Gap Analysis – analysis of requirements in GISD BRD, versus functionality that can (fit) or cannot (gap) be provided in PBCS. Potential solutions or workarounds for gaps should be provided.
- Technical Requirement Documents (TRD) – Supplements the BRD by providing potential technical solutions for requirements and/or gaps identified in the BRD.
- Legacy Data Requirements (LDR) – Identifies which data and how much data is to be converted and/or integrated from the Oracle E-Business Suite to PBCS. Identify one-time (conversion) data requirements, versus ongoing (integration) requirements in addition to data mapping requirements for each.

#### **4.3. Data Migration and Integrations**

- Per the Legacy Data Requirements (LDR) document, technical/development efforts involved in the conversion or interface of data between Oracle EBS and PBCS.

#### **4.4. Configuration and Build of System**

- Should be accomplished using standard out-of-box functionality and industry best practices unless customization is absolutely necessary.
- Configuration of at least 2 PBCS environments for the duration of the project, e.g., at least 1 non-production environment and 1 production environment

#### **4.5. Reporting and/or Customizations**

- GISD requires 10 reports and/or Dashboards to be configured/developed that are above and beyond out of the box reporting capabilities. Note: Reporting and Dashboards should be priced separately on the Pricing Proposal.

#### **4.6. Documentation**

- In addition to requirements deliverables/documents from the Discovery and Analysis phase, the implementation team shall also prepare and deliver a comprehensive technical and functional as-built system document. This document shall include all details of the technical specifications, security, user profile, all business models, data sources, data transformation, data dictionary, reporting, and any other functional elements.
- See also, key deliverables listed in Discovery & Analysis phase

#### **4.7. Testing**

- Identified test approach, plan and assistance with written test scripts for conducting Conference Room Pilot (CRP) testing and/or User Acceptance Testing (UAT) and validation of key business processes and requirements, complete through Integration Testing.

#### **4.8. Training**

Conduct on-site training for PBCS and features to all subject matter experts and GISD trainers. GISD will utilize a train-the-trainer delivery model, with exception of technical training.

- Trainers must be onsite
- All training documents must be provided electronically

- Provide generic training guide and materials for an end-user
- Hands on knowledge transfer must be followed for all technical foundation training including subject matter experts, developers, DBA and System Administrators
- Web-based training and tools may also be utilized if GISD agrees appropriate

#### **4.9. Go Live/Post-Implementation Support**

### **5. Requirements (Responses Required)**

#### **5.1. Executive Summary (Tab1)**

Provide a brief transmittal letter prepared on the Proposer's letterhead and signed by an individual who is authorized to commit the Proposer to the services and requirements in the RFP and proposal. This transmittal letter shall include:

- The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Proposer to the contract and who will receive all official notices concerning this RFP.
- The proposer's understanding of the nature and scope of the services required
- A brief demonstration of the capability to comply with all terms and conditions of this RFP
- A statement of why the firm believes it is best qualified to perform the engagement.
- Acknowledgement of all Addenda to this RFP

#### **5.2. Table of Contents (Tab 2)**

**5.2.1.** The Table of Contents and proposal must conform to the order, headings, and sub-headings of this RFP as appropriate.

#### **5.3. Company Profile and Qualifications (Tab 3)**

##### **5.3.1. Proposer Business Information**

- 5.3.1.1.** Company name, parent company name.
- 5.3.1.2.** Address, city, state, and zip code of business offices.
- 5.3.1.3.** Accounts receivable contact name, title, phone, email, address, city, state, and zip code.
- 5.3.1.4.** Account executive name, title, phone, email, address, city, state and zip code.
- 5.3.1.5.** Primary project contact name, title, phone, email, address, city, state, and zip code.
- 5.3.1.6.** Federal Tax ID number.
- 5.3.1.7.** Include a copy of Dun & Bradstreet's Comprehensive Report on the company issued within the last 12 months.

##### **5.3.2. Proposer Business Description**

- 5.3.2.1.** State the nature and scope of the business, including areas of expertise and specializations.
- 5.3.2.2.** Business philosophy and mission statement.
- 5.3.2.3.** Number of years the firm has been in business.
- 5.3.2.4.** Number of years the company been licensed to do business in the State of Texas.
- 5.3.2.5.** Number of employees in the firm.
- 5.3.2.6.** Number of employees in the firm dedicated to PBCS implementations.
- 5.3.2.7.** A brief organizational chart showing the positions that will be involved with this project.
- 5.3.2.8.** Approach to knowledge acquisition and evaluation of new technologies within your firm. Indicate what procedures are in place to maintain the base of knowledge in the firm.
- 5.3.2.9.** State whether the organization pursues business on a national, regional, or local scale.
- 5.3.2.10.** Identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. Failure to provide accurate information may be determined to be a material breach of any future agreement or contract with the District.

##### **5.3.3. Experience and Other Qualifications**

- 5.3.3.1.** Describe the experience your firm has for this project, as identified in the Scope of Work. Specifically speak to the firms' previous experience with implementing PBCS.
- 5.3.3.2.** Provide the firms' total number of PBCS implementations in past 5 years, with number of implementations broken down as follows:
  - 5.3.3.2.1.** Total # of Implementations, across Public and Private Sectors
    - 5.3.3.2.1.1.** Total # Public Sector

- 5.3.3.2.1.1. Total # K12
- 5.3.3.2.1.1.2. Total # Higher-Ed
- 5.3.3.2.1.1.3. Total # Other Public Sector
- 5.3.3.2.1.2. Total # Private Sector

5.3.3.3. Describe the firms' previous experience, specifically in regards to implementing PBCS budgeting by position and/or employee.

5.3.3.3.1. Provide number of implementations in past 5 years your firm has implemented using budgeting by position and/or employee functionality

5.3.3.4. Provide the firms' previous experience and with implementing and integrating PBCS with Oracle EBS

5.3.3.4.1. Provide number of implementations in past 5 years your firm has implemented PBCS, integrating with Oracle EBS

5.3.3.5. Indicate any relevant Partner or Consultant certifications for PBCS.

#### 5.3.4. References

Submit references (see Appendix B - References) for at least five (5) of the most similar contracts, preferably K-12 education, higher education, or other governmental agencies, or related engagements that proposer has completed within the past five (5) years. Provide the following for each reference:

- Client name
- Contract term/period
- Estimated Contract value
- Number of employees
- Name, title, phone, and email address of the contact person(s) directly involved and/or most familiar with the project
- A brief description of the project

#### 5.3.5. Past Relationship with District

5.3.5.1. Please describe any delivery of goods or services or other relationship your organization has had with GISD. Indicate the type of service and dates for any work conducted.

### 5.4. Overview and Approach to Implementation (Tab 4)

#### 5.4.1. Overview of Solution

5.4.1.1. Describe the implementation methodology, approach and processes you would use to complete the objectives and tasks outlined in the Scope of Work.

#### 5.4.2. Proposed Project Team

5.4.2.1. Identify and describe all required project team members, by role, as required to address the Scope of Work. Propose the breakdown of hours (both on-site and off-site) for the project manager and all other team members. Address responsibilities and time commitments for each individual team member and duration of service.

5.4.2.2. Provide resumes and qualifications of the project manager and all team members that will have a direct role in the delivery and supervision of this project. Demonstrate their experience and technical capabilities for a successful implementation.

#### 5.4.3. Detailed Project Plan

5.4.3.1. Provide a detailed project plan for all services to meet GISD's Scope of Work. The respondent must provide its proposed project work plans, preferably in Microsoft Project. The awarded vendor will be responsible for the development and maintenance of a detailed work breakdown structure that must include, but is not limited to, the identification and definition of all project phases, stages, and tasks. The respective start dates, duration of tasks, dependencies of tasks, critical path, milestones, deliverable due dates, and responsible resources should also be included.

5.4.3.2. District Blackout Dates – the District is closed on the following dates; these dates should be taken into consideration by the vendor and incorporated into the project plan (see <http://www.garlandisd.net/content/school-year-calendar> for District calendar):

- Thanksgiving Break: 11/20 – 11/24
- Winter Break: 12/18 – 1/1
- Martin Luther King, Jr. Day: 1/15

- Spring Break: 3/12 – 3/16
- Student/Staff Holiday: 3/30
- Student/Staff Holiday: 5/25
- Memorial Day: 5/28

#### 5.4.4. Project Plan Management Approach

5.4.4.1. Describe the proposed approach to effectively managing the project work plan. At a minimum, the proposer must describe the method for ensuring timely updates to the work plan, the approach for managing and communicating changes to GISD, and the approach for tracking baseline versus actual progress or the methods and procedures employed in other implementations.

#### 5.4.5. Risk Management Approach

5.4.5.1. Describe the proposed approach to risk management. At a minimum, the proposer must describe its approach to risk identification, risk analysis, risk response development, risk monitoring and control or the methods employed in other implementations.

#### 5.4.6. Change Management Approach

5.4.6.1. Describe the proposed approach to change management. At a minimum, the proposer must describe the change control system to be used and its approach to change identification, impact evaluation, change authorization, and change implementation or the methods employed in other implementations.

#### 5.4.7. Issue Management Approach

5.4.7.1. Describe the proposed approach to issues management. At a minimum, the proposer must describe the issue management control system to be used and its approach to issue identification, impact evaluation, issue assignment, issue resolution, or the methods employed in other implementations.

#### 5.4.8. Quality Management Approach

5.4.8.1. Describe the proposed approach to quality management. At a minimum, the proposer must describe its approach to quality planning, quality assurance, and quality control, or the methods employed in other implementations.

5.4.8.2. Describe approach to testing methodology and user acceptance testing. How do you ensure the configured/implemented system will perform according to key business process requirements?

#### 5.4.9. Knowledge Transfer Approach

5.4.9.1. Describe the proposed approach to facilitating knowledge transfer to GISD staff.

5.4.9.2. Describe the proposed approach for train-the-trainer deployment method.

5.4.9.3. Describe the proposed approach for technical team training and knowledge transfer.

#### 5.4.10. Communications Plan

5.4.10.1. Describe the proposed approach for communication to all affected stakeholders.

### 5.5. Exceptions to RFP and Conflicts of Interest (Tab 5)

5.5.1. Note Exceptions - Note any exceptions to the requirements and conditions where applicable. Indicate the specific section in this RFP to which the exception applies. If exceptions are NOT noted here, the District assumes that the Vendor's proposal meets stated requirements and any discovered deviation may result in disqualification of the proposal.

5.5.2. Conflict of Interest - Address the potential, if any, for conflict of interest. Comply with federal, state, and local laws, statutes and regulations, in particular, those addressing conflict of interest.

### 5.6. Required Forms (Tab 6)

5.6.1. Provide required forms as listed in Required Forms section of this RFP.

5.6.2. A sample contract must also be provided along with required forms.

### 5.7. Pricing Proposal (Separately Sealed Document)

5.7.1. Submit a Pricing Proposal Form (see Appendix A - Pricing Proposal Form) with the required pricing data for the Pricing Proposal evaluation. The Pricing Proposal must be submitted in a separately sealed envelope marked Volume II – Pricing Proposal. Pricing shall reflect the itemized implementation costs for all services. All costs submitted must be all-inclusive. Hourly rates (all inclusive), Firm Fixed Price (all inclusive), or a combination of both may be submitted.

## 6. Evaluation

Technical Proposals will be evaluated by an evaluation committee consisting of GISD employees. The evaluation team will establish their independent evaluation results of Technical Proposals using a standard scoring rubric (see below). Pricing Proposals (submitted separately) will be scored by the Purchasing Department using a pre-determined formula. Finally, Technical and Pricing Proposals will be combined and ranked according to evaluation criteria.

	<b>Parameters:</b>	<b>Max Points</b>
1	<b>The purchase price</b>	<b>40</b>
2	<b>The reputation of the vendor and of the vendor's goods or services</b> 5.1 Executive Summary 5.3.1 Proposer Business Information 5.3.2 Proposer Business Description	<b>6.5</b>
3	<b>The quality of the vendor's goods or services</b> 5.3.3 Experience and Other Qualifications 5.3.4 References - similar industry, size & scope 5.3.4 References - quality/scoring of references	<b>18.5</b>
4	<b>The extent to which the goods or services meet the district's needs</b> 5.4 Overview and Approach to Implementation 5.5. Exceptions to RFP and Conflicts of Interest	<b>24</b>
5	<b>The vendor's past relationship with the district</b> 5.3.5 Past Relationship with District	<b>3</b>
6	<b>The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB)</b>	<b>0</b>
7	<b>The total long-term cost to the district to acquire the vendor's goods and services</b>	<b>0</b>
8	<b>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</b>	<b>0</b>
9	<b>Ability to comply with requested RFP response format</b> 8 Proposal Format	<b>2</b>
10	<b>Oral Presentation</b>	<b>6</b>
	<b>Total Points</b>	<b>100</b>

## 7. Oral Presentation

The top 3 ranked finalists will be asked to deliver oral presentations to the GISD evaluation committee approximately 10 – 15 business days after proposals are due (see Timetable section). Presentations will be onsite at GISD and all costs associated with presentations will be the vendor's responsibility. Vendors are encouraged to present with their proposed implementation team. Vendors will be provided 1 hour and should allocate time wisely for presentation, questions, and discussion with the GISD evaluation committee. Oral presentations will be scored according to evaluation criteria. Final evaluations and award will be based on combined points from the Technical Proposal, Pricing Proposal and Oral Presentations.

## 8. Proposal Format

8.1. Offerors must submit proposals in 2 separate volumes, as follows:

- Volume I – Technical Proposal
  - The Technical Proposal shall include One (1) original (so labeled) and Six (6) copies in a sealed box clearly labeled “Technical Proposal”. Original and copies should be in a separate 3-ring binders divided into sections by tab index sheets (see Tab Labels section below). An electronic version of the Technical Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume I: Technical Proposal.
- Volume II – Pricing Proposal
  - The Pricing Proposal shall include One (1) original (so labeled) and One (1) copy in a sealed envelope clearly labeled “Pricing Proposal”. An electronic version of the Pricing Proposal shall also be submitted with the original. Electronic media must be a CD or USB and shall bear a label on the outside containing the RFP number and name as well as the name of the Offeror and the words Volume II: Pricing Proposal.

### 8.2. Technical Proposal - Tab Labels

Response to Technical Proposals must be formatted according to the table below. Additionally, all responses to specifications within a tab (section) must adhere to the respective numbering provided. Failure to provide any of the requested information or documents in this solicitation may render the bid non-responsive.

Tab Number	Tab Description
Tab 1	Executive Summary
Tab 2	Table of Contents
Tab 3	Company Profile and Qualifications
Tab 4	Overview and Approach to Implementation
Tab 5	Exceptions to RFP and Conflicts of Interest
Tab 6	Required Forms
Separate Sealed Document	Pricing Proposal

## 9. Timetable

The following timeline is subject to change by the District.

Event	Date and Time
RFP Release Date	August 25, 2017
Questions Due	August 29, 2017 12:00 PM CST
Answers to Questions Posted via Addendum	August 30, 2017 4:00 PM CST
Proposals Due	September 11, 2017 10:30 AM CST
Written Evaluation Complete	September 19, 2017
Oral Presentations	September 25, 2017
Final Evaluations Complete	September 29, 2017
Potential Award	October 24, 2017
Anticipated Project Start	November 1, 2017

**APPENDIX A - PRICING PROPOSAL FORM**

**PROPOSAL #2-17  
BUDGET SYSTEM IMPLEMENTATION SERVICES**

NOTE: PRICING PROPOSAL FORM MUST BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE MARKED VOLUME II – PRICING PROPOSAL.

Each vendor shall provide a fixed price for each cost item listed on the Pricing Proposal Form. Pricing shall reflect the itemized implementation costs for all services. All costs submitted must be all-inclusive. Hourly rates (all inclusive), Firm Fixed Price (all inclusive), or a combination of both may be submitted. Bidders must bid on all items listed or indicate **no bid**. Price shall be fixed for the initial contract award year(s).

Item #	Description	Hourly Rate		Unit Hours	Firm Fixed Price
		On-Site	Off-Site		
1	Full Life Cycle Oracle Planning and Budgeting Cloud Service Project Implementation				
2	Reporting - approx. 10 reports and/or Dashboards to be configured/developed that are above and beyond out of the box reporting capabilities (varying complexity and effort levels)			160 <sup>1</sup>	
3	Development required <sup>3</sup> for any data conversions and/or interfaces/integrations between Oracle EBS and PBCS				
4	Training - Train-the-Trainer and Technical				
5	Go-live Support (if not included in line 1)				
6	Post Implementation Support (20 days)			160 <sup>1</sup>	
7	Miscellaneous (please specify <sup>2</sup> )				
8	Miscellaneous (please specify <sup>2</sup> )				

**Notes:**

<sup>1</sup> GISD is providing an estimate of Unit Hours required. These units are only an estimate of services, are for baselining price proposals, and subject to quantity changes by discretion of GISD.

<sup>2</sup> Provide any miscellaneous services you feel are required to complete the proposed scope of work.

<sup>3</sup> Vendor to provide any required PBCS development resources. GISD to provide Oracle EBS development resources.

**Comments for Above Pricing Proposal:**



**APPENDIX B – REFERENCES  
PROPOSAL #2-17  
BUDGET SYSTEM IMPLEMENTATION SERVICES**

Provide at least five (5) of the most similar contracts, preferably K-12 education, higher education, or other governmental agencies, or related engagements that proposer has completed within the past five (5) years. The contact information provided should be an individual that was directly involved and/or most familiar with the project.

<b>1</b>	<b>Client/Company Information</b>		<b>Contact Information</b>	
	<b>Client Name</b>		<b>Name</b>	
	<b>Contract Term/Period</b>		<b>Title</b>	
	<b>Est. Contract Value</b>		<b>Phone</b>	
	<b>Number of Employees</b>		<b>Email</b>	
	<b>Brief Project Description</b>			
<b>2</b>	<b>Client/Company Information</b>		<b>Contact Information</b>	
	<b>Client Name</b>		<b>Name</b>	
	<b>Contract Term/Period</b>		<b>Title</b>	
	<b>Est. Contract Value</b>		<b>Phone</b>	
	<b>Number of Employees</b>		<b>Email</b>	
	<b>Brief Project Description</b>			
<b>3</b>	<b>Client/Company Information</b>		<b>Contact Information</b>	
	<b>Client Name</b>		<b>Name</b>	
	<b>Contract Term/Period</b>		<b>Title</b>	
	<b>Est. Contract Value</b>		<b>Phone</b>	
	<b>Number of Employees</b>		<b>Email</b>	
	<b>Brief Project Description</b>			
<b>4</b>	<b>Client/Company Information</b>		<b>Contact Information</b>	
	<b>Client Name</b>		<b>Name</b>	
	<b>Contract Term/Period</b>		<b>Title</b>	
	<b>Est. Contract Value</b>		<b>Phone</b>	
	<b>Number of Employees</b>		<b>Email</b>	
	<b>Brief Project Description</b>			

	<b>Brief Project Description</b>			
<b>5</b>	<b>Client/Company Information</b>		<b>Contact Information</b>	
	<b>Client Name</b>		<b>Name</b>	
	<b>Contract Term/Period</b>		<b>Title</b>	
	<b>Est. Contract Value</b>		<b>Phone</b>	
	<b>Number of Employees</b>		<b>Email</b>	
	<b>Brief Project Description</b>			