



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

REQUEST FOR PROPOSAL
EDUCATIONAL SOFTWARE, LICENSES, SUBSCRIPTIONS, HARDWARE,
AND SERVICES
PROPOSAL # 397-21-04

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M LOCAL TIME ON MARCH 23, 2021

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 March 15-19, 2021 please plan delivery accordingly****

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

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

Garland ISD (District) encourages use of electronic submission through Oracle Sourcing but understand that some suppliers may choose to respond by hard copy. Delivery of hard copies shall be submitted in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with BID#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Hand-carried submissions must be placed in the exterior bid depository (Purchasing Drop Box) at the entrance to the Harris Hill Administrative offices located at the address provided above. The submission must be placed inside the depository at your convenience but no later than 10:15 a.m. on the prescribed due date listed in solicitation. A submission is considered received when Purchasing retrieves the package from the Purchasing Drop Box and the submission is date/time stamped before the deadline.

Note: Submissions must be sealed and not exceed 14"x10" x 5" to use the Purchasing Drop Box

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

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042

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

Garland ISD Purchasing Department

P. O. Box 469026, Garland, Texas 75046-9026

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

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

1.1.3. SIGNED ORIGINAL

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

1.1.4. LATE SUBMISSIONS

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

1.1.5. OTHER FORMS OF SUBMISSION

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

1.1.6. AUTHORIZED SIGNATURE

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

1.1.7. NUMBER OF PAGES

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

1.1.8. FORMAT FOR PRICING

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Proposals written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.9. MINIMUM QUANTITIES

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

1.1.10. WITHDRAWING PROPOSALS

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

1.1.11. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request for Proposal marked "NO BID". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.12. BID TABULATIONS

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

[business/bid-tabulations](#). The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.13. DEVIATIONS

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

1.1.14. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.15. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

1.1.16. POST-SUBMISSION CHANGES

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

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any proposal, waive minor proposal

formalities/technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

1.2.3. MULTIPLE AWARDS

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

1.2.4. RECYCLED PRODUCTS

The Garland Independent School District may give preference to products made of recycled materials if the products meet applicable specifications and standards and no extra cost is involved. Proposers are requested to assist the GISD in identifying (1) procedures or specifications that discriminate against products made of recycled materials (2) products made of recycled materials, and (3) products that may be recycled after serving their intended use.

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

1.2.5. TIE PROPOSALS/EVALUATION FACTORS

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

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

- a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
- 9. Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**
10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
www.window.state.tx.us/procurement/prog/vendor_performance

1.2.6. BOARD OF TRUSTEE APPROVAL

Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

1.2.7. ADDITIONS OR IMPROVEMENTS

Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request for Proposal.

1.2.8. UNIT OF MEASURE

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

1.2.9. FELONY CONVICTIONS

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

1.2.10. ALTERNATE AWARDS

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

1.2.11. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must

contain adequate information for district personnel to evaluate the proposal product as “or equal”. Failure to do so will result in the rejection of your proposal.

1.2.12. PRICE ESCALATION PROVISIONS

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

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

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

2.1.1. ANTI-COLLUSION AND FRAUD

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

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

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

2.1.3. COPYRIGHT AND PATENT LAWS

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

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility

service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

2.1.5. PUBLIC INFORMATION

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

2.1.6. FUNDING AGREEMENTS

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

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

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

2.1.8. ENERGY POLICY AND CONSERVATION ACT

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

2.1.9. RECORD RETENTION 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/?s=disclosure+of+lobbying>

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 2271, 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.

2.1.15. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

3. SHIPPING AND DELIVERY

3.1. SHIPPING CHARGES

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

3.2. PICKUP AND DELIVERY TIMES

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

3.3. UN-LOADING OF NON-PALLETIZED FREIGHT

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

3.4. SHIPPING CONTAINERS

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

3.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful bidder(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

3.6. PURCHASE ORDER IDENTIFICATION

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

4. TERMS AND CONDITIONS

4.1. CASH PAYMENTS AND DISCOUNTS

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

4.2. MATERIAL SAFETY DATA SHEETS

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

4.3. HAZARDOUS MATERIALS USAGE NOTIFICATION

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

4.4. PURCHASE ORDERS AND CONFIRMATION

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

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

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

4.5. CHANGE ORDERS

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

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

4.6. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <http://www.garlandisd.net/content/how-do-business-us>. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

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

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

- 4.6.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.6.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.6.5. Unique invoice number used for each billing
- 4.6.6. Merchandise has been received.
- 4.6.7. Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

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

4.7. CHANGING QUANTITIES

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

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

4.8. NO SMOKING POLICY

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

4.9. CHOICE OF LAW/VENUE

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

4.10. INVALID PROVISIONS

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

4.11. QUALITY OF WORKMANSHIP

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

4.12. OVERCHARGE CLAIMS

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

4.13. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is 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.

4.14. INDEPENDENT CONTRACTOR

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

4.15. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

4.16. CANCELLATION FOR CAUSE

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

4.17. AGREEMENT BETWEEN PARTIES

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

4.18. DISTRICT ACCESS TO WORK AREA

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

4.19. HOLD HARMLESS

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

4.20. AUDITING CONTRACT

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

4.21. LIMITATION OF LIABILITY

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

4.22. AUTHORIZED NEGOTIATORS

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

4.23. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at

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

4.24. ORACLE BULK LOAD CATALOGS

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

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website http://www.garlandisd.net/sites/default/files/revised_instructions_for_filling_out_the_electronic_price_list_1.pdf. This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

Data Field	Content
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)
Description	Description of the item from your database (no more than 25 characters)
Unit	Unit of Measure (i.e., EA for Each)
Unit Price	Unit price offered to GISD, No percentages
Lead Time	Numbers of days to deliver ARO
Long Description	Additional description information
*Comments	Any shipping information
*Manufacturer	Name of the Manufacturer
*Model	Manufacturer Model #

*Optional Fields

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

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier's current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

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

4.25. 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
TECHNOLOGY QUESTIONNAIRE

COMPANY NAME: _____

Technology Questionnaire

Proposal response must address and/or include the following:

1. Requirements

- 1.1. Compatible with Windows 10 or Apple iTouch, iPhone, iPad or Android devices as appropriate
- 1.2. Participants' training binders with resources, masters, and templates
- 1.3. One-year access to web-based software for data analysis and reporting
- 1.4. Upgrades at no additional cost
- 1.5. Data analysis tool that allows a wide variety of comparative options (if applicable)
- 1.6. Ability to view trends and patterns of data in various views, in various formats (if applicable)
- 1.7. Online/Web-based data storage
- 1.8. Unlimited technical support via phone, email, and online
- 1.9. Data is accessible by district at any time and can be compared year to year
- 1.10. One-price building license cost covers an unlimited number of licenses for all building personnel, not limited to principal and APs
- 1.11. Enrollment set-up services at no additional cost
- 1.12. Various user privilege levels to support the various roles in a district

2. Software Questionnaire

- 2.1. Is the software compatible with Clever or any other third-party products that provide a login layer between GISD's student information system (Skyward) and the software's management system?
- 2.2. Do display settings use a minimum of 16-bit high color and at least 1024X768 Screen resolution?
- 2.3. Is system fully interoperable with Windows Active Directory (LDAP- SSO/SAML COMPLIANT)?
- 2.4. Is system designed under cartridge architecture for effective interoperability between digital platforms and content? More information on this common

cartridge can be found at the following website:

<http://www.imslobal.org/specifications.html>

- 2.5 Is software capable of loading data from the district Skyward SIS through automated nightly extractions?
- 2.6 If you answered "No" to any of the above requirements, please list and explain all deviations on the Deviation/Compliance Form. Supplier Required

3. **Technical Questionnaire**

- 3.2 Which, if any, of the following authentication protocols can be used with the software: SAML, OAuth, OpenID, LDAPv3
- 3.3 Provide documentation for any browser-based software describing the recommended browser as well as the minimum/maximum versions of any compatible browsers.
- 3.4 Provide documentation for the minimum/maximum versions of any of the following applications if required or otherwise used by the software: Java, Adobe Acrobat Reader, Adobe Flash Player, Adobe Shockwave, Windows Media Player.
- 3.5 Document any capabilities and provide requirement for media caching servers or appliances that enable the software to perform more efficiently and conserve bandwidth.
- 3.6 Would you describe your software as:
 - (3.6.1) Standalone (requiring executable files to be configured on local hard drives or executed from CD or DVD),
 - (3.6.2) Server-based (requiring executable files to be configured on Windows 2008 R2 or higher servers, including those in a VMware environment and, perhaps, have client software configured on local hard drives), or
 - (3.6.3) Web-based (all software can be run through a standard browser).
- 3.7 Software should not perform real-time media streaming or have other negative impacts on network bandwidth.
- 3.8 Provide minimum desktop requirements:
- 3.9 Are additional plug-ins required at the desktop for the browser to run the application software? If yes, please identify:
- 3.10 Is raw data available for download to the district?
- 3.11 If data is available for download, does this request require: Scheduling or On-demand?
- 3.12 Are record layouts available to the district?
 - 3.12.1. 1 If so, is this an additional cost?
 - 3.12.2 How much:

- 3.13 Are there scheduled downtimes to the database? If so, please provide schedule on separate cover.
- 3.14 Does Garland ISD manage User access to application software? If so, how?
- 3.15 Are there set limit capacities to available disc storage for each user of the application software?
 - 3.15.1 What are these limits?
 - 3.15.2 If set disc limits, is there a cost incurred by the district for additional disc storage? If so, how much?

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT
Instruction Sheet

1. Contract Term

From May 23, 2021 (or date of award) through May 23, 2022 with the District's options to renew annually for 9 additional years from the date of original contract award.

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 mrmartin@garlandisd.net no later than March 3, 2021 at 12:00 p.m.

3. Addenda

All addenda will be issued as amendments to the iSourcing document(s). Amendments will be identified with a dash and number following the original RFQ number (example: RFQ 31074,1). All addenda will be posted by March 5, 2021 at 4:30 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 \$ 5,000,000; 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.

5. Garland ISD Background

Garland ISD has a student population of approximately 58,000 students. In the fiscal year 2016-2017 the district will have approximately 7,600 employees, of which over 3,800 are teachers. The school district has 2 pre-schools, 47 elementary schools, 13 middle schools, 7 high schools, and 8 support facilities. Garland ISD has 77 operating locations in the cities of Garland, Rowlett, and Sachse.

Visit our website for additional background information:

<http://www.garlandisd.net/content/district-profile>

6. Required Forms

6.1 All Required Forms MUST be completed. Scan and attach all applicable forms to this solicitation/negotiation. Do not use webpage links or other forms of communicating the information that will expire. For further instructions, refer to Sourcing (Electronic Bidding) Training Simulations is available at <http://www.garlandisd.net/content/how-do-business-us>.

- 6.2 Required forms/components include:
1. Technical Requirements Documentation
 2. Bulk Loader- For electronic catalog pricing
 3. Questionnaire Subject Areas and Percent
 4. Uniform ICT Accessibility Documentation (VPAT)
 5. Required Forms- Compliance Form, Certificate of Criminal History Check, Confidential Information Declaration & Copyright Authorization Form, Insurance Requirements, Texas Data Privacy Agreement (including amendment)

7. Additional Instructions

7.1 Line Item product selection-

- 7.1.1 When selecting the product for pricing, the product should be a popular or newest software, subscription, or license. This pricing will be used as a base price for your company and will be used to group similar products and price ranges to request quotes when using federal funds.

8. Proposal Minimum Requirements and Required Content

8.1 Minimum Requirements for Software

- 8.1.1 Prices must maintain firm for the duration of the contract (price increases must be calculated in pricing sheet)
- 8.1.2 Must provide evidence of Technical Requirements

8.2 Minimum Requirements for Material

- 8.2.1 Prices must maintain firm for the duration of the contract (price increases must be calculated in pricing sheet)
- 8.2.2 Materials must be supplemental to software subscription or license

8.3 Minimum Requirements for Services

- 8.3.1 Prices must maintain firm for the duration of the contract (price increases must be calculated in pricing sheet)
- 8.3.2 Services must be for the purpose of implementation, training on offered software, subscriptions, or licenses.

9. Evaluation Rubric

This information will also be used for the evaluation of proposal and to determine the specific services offered by the proposer. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested or that is not organized and formatted as described in this RFP.

Software/Services

Evaluation Criteria- General Procurement		Max Points
1.	Purchase Price	45
2.	Reputation of the vendor and the vendor's goods or services	15
3.	Quality of vendor's goods and services- For Software Provide evidence of Technology Requirements 1-3. For services provide evidence of at least one year experience.	15
4.	Extent to which the goods or services meet the district's needs. For services please submit resume and overview of training or educational service. For software, licenses, and subscriptions please provide evidence of meeting technical requirements	17
5.	Vendors Past relationship with the District	3
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.	0
7.	Long-Term cost to the district to acquire the vendor's goods and services.	0
8.	Whether the vendor's ultimate parent company or majority owner: (A) Has its principal place of business in this state; or (B) Employs at least 500 persons in this state; and	0
9.	Meeting Uniform ICT Accessibility Clause -VPAT 2.0 Provided	5
Maximum Total Points		100

*All information submitted in response to this RFP will be evaluated in one of the areas listed above.

10. 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.

11. 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.

12. 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.

13. 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](http://www.garlandisd.net/content/how-do-business-us) is available at <http://www.garlandisd.net/content/how-do-business-us>.

14. Fingerprinting Requirement:

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

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

Criminal History Checks

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

At a minimum, the company recommended for award shall:

1. Obtain required criminal history record information, through the Department of Public Safety’s Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

If you are a **sole proprietor** (one-person company), you must:

- 1.1 Contact GISD Purchasing Department to obtain FAST pass.

1.2 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

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

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

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

1.4 Supplier will receive award letter or signed contract from the Purchasing Department.

Subcontractors will obtain an award letter or contract from the general contractor, before contacting DPS.

1.5 Contact the Department of Public Safety (DPS) at (512) 424-2474, select option 2, to establish a vendor account and obtain a FAST pass. This process can take up to seven to ten business days.

1.6 Follow instructions on the FAST Pass to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

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

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

3. If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

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



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

Bid Number/Title: 32445 397-21-04 Educational Software, Subscriptions, Hardware and Services

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON MARCH 23, 2021. Mark the sealed return envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business.)

Read the instructions carefully before submitting a response, failure to complete the form properly may result in disqualification of the line item, or the entire bid.

Minimum Requirements	Weight	Max Score	KO Score	Response
Do you agree to Jurisdiction and Venue as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	
Do you agree to GISD Indemnification Provision as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated. Please confirm by responding "Yes" that you have read and understand this instruction.	Required			
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Compliance Form attached to this solicitation.	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			
Does your firm agree to the E-commerce requirements attached to this solicitation? Enter Yes or No	Required	30	30	
If your company has agreed to the E-Commerce requirements, provide the Name, Telephone Number, and E-mail address of the staff member responsible for this function e.g., Joe Technology,	Optional			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
972.123.4567, Jtechnology@anycompany.com				
Identify the state in which the proposer's principal place of business or main corporate office is located.	Required			
Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Enter Yes or No	Required			
The Garland ISD has authorized district employees to use a credit card(Bank of America Master Card) to make purchases for business purposes. Will your company accept these credit card purchases? Enter Yes or No	Required	20	20	
Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? If yes, attach a copy of the certification with the Request for Proposal/Bid response.	Required			
Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com ; ;Enter Yes or No	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to honor orders for items or services included herein which may be placed by these entities? Enter Yes or No	Required			
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	Required			
Identify references by providing Organization, Contact Name, and Telephone # e.g., Garland ISD, Joe Smith, 972-487-3009.	Required			
All required forms must be signed and submitted with the response. Have you attached the signed required forms? ; ;Enter Yes or No	Required			
To offer additional goods and or services for items not specifically listed herein, state the discount percent off catalog pricing your firm will offer Garland ISD for the full term of the contract. If no discount is offered, your response will be 0%.	Required			
For items not specifically listed herein, please indicate percent discount from catalog/price list vendor is prepared to offer. Discount percentage must include freight and inside delivery. Minimum order quantities and/or amounts (if any) must be clearly stated. Indicate	Required			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
amount in percentage.				
<p>ADDITIONAL GOODS AND/OR SERVICES Garland ISD may request special pricing for additional goods and/or services throughout the term of this contract. Additional goods and/or services must have prior written approval from Garland ISD. Only goods and/or services not specified elsewhere in the contract may be considered and must come as a request from Garland ISD along with estimated quantities. Garland ISD also retains the right to add new goods and/or services at the time of each one-year extension option, if all parties are in agreement, for the following reasons 1) allows for the replacement or upgrade of items that were discontinued or upgraded during the contract year 2) allows for the replacement or upgrade of goods and/or services that no longer meet the needs of Garland ISD 3) allows for the addition of new goods and/or services introduced by existing awarded Vendors that may better serve Garland ISD needs within the scope of the contract. Goods and/or services may only be added to upon renewal of each one year extension option. The addition of new goods and/or services cannot materially change the contract between Garland ISD and the Vendor. Garland ISD may reject any proposed additions, without cause, in its sole discretion.</p>	Optional			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

1 Elementary Educational Software Pr-K-5th Grade

1.01	Math Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
1.02	Math Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
1.03	English Language Arts Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
1.04	English Language Arts Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Are upgrades, updates and latest versions included in the price?	Yes	50	-	50	Yes	
	Name of software, license, subscription	Yes	0	-			

1.05	Social Studies Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.06	Social Studies Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.07	Science Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.08	Science Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license,	Yes	25	-	50		

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	or subscription?					Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.09	Special Education Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.10	Special Education Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.11	Games Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.12	Games Software, License, Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.13	Project Based Software, License, or Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.14	Project Based Software, License, or Subscription (Site)	Bundle	50				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.15	Language Software, License, Subscription	Each	25				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

1.16	Language Software, License, Subscription (Site)	Bundle	50				
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LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2 Middle School Educational Software

2.01	Math Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.02	Math Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.03	English Language Arts Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

2.04	English Language Arts Software, License, or Subscription (Site)	Each	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
2.05	Social Studies Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
2.06	Social Studies Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
2.07	Science Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Name of software, license, subscription	Yes	0	-			
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2.08	Science Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.09	Special Education Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.10	Special Education Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.11	Games Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.12	Games Software, License, or Subscription (Site)	Each	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.13	Project Based Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.14	Project Based Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

2.15	Language Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license,	Yes	25	-	50		

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	or subscription?					Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
2.16	Language Software, License, or Subscription (Site)	Bundle	15				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3 High School Educational Software

3.01	Math Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
3.02	Math Software, License, or Subscription (Site)	Each	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			
3.03	English Language Arts Software, License, or Subscription	Each	30				

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.04	English Language Arts Software, License, or Subscription (Site)	Bundle	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.05	Social Studies Software, License, or Subscription	Bundle	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.06	Social Studies Software, License, or Subscription (Site)	Bundle	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

3.07	Science Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.08	Science Software, License, or Subscription (Site)	Bundle	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.09	Special Education Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.10	Special Education Software, License, or Subscription (Site)	Each	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Name of software, license, subscription	Yes	0	-			
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3.11	Games Software, License, or Subscription	Each	30				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
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	Name of software, license, subscription	Yes	0	-			
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3.12	Games Software, License, or Subscription (Site)	Bundle	10				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
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	Name of software, license, subscription	Yes	0	-			
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3.13	Project Based Software, License, or Subscription	Each	30				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	50 100	Yes	
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	Name of software, license, subscription	Yes	0	-			
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3.14	Project Based Software, License, or Subscription (Site)	Each	10				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions	Yes	50	-	0		
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LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	included in the price?				100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.15	Language Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

3.16	Language Software, License, or Subscription (Site)	Bundle	10				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4 Montessori Educational Software

4.01	Math Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	50	Yes	
	Name of software, license, subscription	Yes	0	-			
4.02	Math Software, License, or Subscription (Site)	Each	2				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.03	English Language Arts Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.04	English Language Arts Software, License, or Subscription (Site)	Each	2				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.05	Social Studies Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.06	Social Studies Software, License, or Subscription	Bundle	2				
	Does your software, license or subscription	Yes	25	-	50		

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	require equipment?					Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.07	Science Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.08	Science Software, License, or Subscription (Site)	Bundle	2				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.09	Special Education Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

4.10	Special Education Software, License, or Subscription (Site)	Bundle	2				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.11	Games Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.12	Games Software, License, or Subscription (Site)	Bundle	2				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

4.13	Project Based Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Name of software, license, subscription	Yes	0	-			
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4.14	Project Based Software, License, or Subscription (Site)	Bundle	2				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
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	Name of software, license, subscription	Yes	0	-			
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4.15	Language Software, License, or Subscription	Each	30				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
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	Name of software, license, subscription	Yes	0	-			
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4.16	Language Software, License, or Subscription (Site)	Bundle	2				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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	Are upgrades, updates and latest versions included in the price?	Yes	50	-	50	Yes	
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	Name of software, license, subscription	Yes	0	-			
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5	Other Educational Software						
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5.01	Math Software, License, or Subscription	Each	30				
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	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
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	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
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LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.02	Math Software, License, or Subscription (Site)	Each	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.03	English Language Arts Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.04	English Language Arts Software, License, or Subscription (Site)	Bundle	60				
	Does your software, license or subscription require equipment?	Yes	25	-	0 100	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.05	Social Studies Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.06	Social Studies Software, License, or Subscription (Site)	Bundle	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.07	Science Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.08	Science Software, License, or Subscription (Site)	Each	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.09	Special Education Software, License, or Subscription	Each	30				
	Does your software, license or subscription	Yes	25	-	50		

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	require equipment?					Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.10	Special Education Software, License, or Subscription (Site)	Each	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.11	Games Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.12	Games Software, License, or Subscription (Site)	Bundle	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

5.13	Project Based Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.14	Project Based Software, License, or Subscription (Site)	Bundle	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.15	Language Software, License, or Subscription	Each	30				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	
	Name of software, license, subscription	Yes	0	-			

5.16	Language Software, License, or Subscription (Site)	Bundle	60				
	Does your software, license or subscription require equipment?	Yes	25	-	50	Yes/No	
	Do you offer services for your software, license, or subscription?	Yes	25	-	50	Yes/No	
	Are upgrades, updates and latest versions included in the price?	Yes	50	-	0 100	Yes	

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

	Name of software, license, subscription	Yes	0	-			
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Bid Number/Title: 32445 397-21-04 Educational Software, Subscriptions, Hardware and Services

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

EXCEPTIONS

Item No	Description	UOM	Quantity
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Item Lines with No attributes:

Item Lines with Quantity =1 :

*Select "Yes" or "No", if "Yes" was selected a percentage must be entered.

Section 1							
Elementary			Percent off for Year 2020	Percent off for Year 2021	Percent off for Year	Percent off for Year 2023	Percent off for Year 2024
	Yes	No	2021	2022	2022-2023	2024	2025
Math							
English Language Arts							
Social Studies							
Science							
Special Education							
Games							
Project Board							
Languages							

Section 2							
Middle School			Percent off for Year 2020	Percent off for Year 2021	Percent off for Year	Percent off for Year 2023	Percent off for Year 2024
	Yes	No	2021	2022	2022-2023	2024	2025
Math							
English Language Arts							
Social Studies							
Science							
Special Education							
Games							
Project Board							
Languages							

Section 3							
High School			Percent off for Year 2020	Percent off for Year 2021	Percent off for Year	Percent off for Year 2023	Percent off for Year 2024
	Yes	No	2021	2022	2022-2023	2024	2025
Math							
English Language Arts							
Social Studies							
Science							
Special Education							
Games							
Project Board							
Languages							

Section 4							
Montessori			Percent off for Year 2020	Percent off for Year 2021	Percent off for Year	Percent off for Year 2023	Percent off for Year 2024
	Yes	No	2021	2022	2022-2023	2024	2025
Math							
English Language Arts							
Social Studies							
Science							
Special Education							
Games							
Project Board							
Languages							

Section 5							
Other Education*			Percent off for Year 2020	Percent off for Year 2021	Percent off for Year	Percent off for Year 2023	Percent off for Year 2024
	Yes	No	2021	2022	2022-2023	2024	2025
Math							
English Language Arts							
Social Studies							
Science							
Special Education							
Games							
Project Board							
Languages							

*Includes Alternative Education, Gifted and Talented, Advanced Academics, Pre-AP, College Readiness, New Comers (English as a Se

Percent off for Year 2025-2026	Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030

Percent off for Year 2025-2026	Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030

Percent off for Year 2025-2026	Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030

Percent off for Year 2025-2026	Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030

Percent off for Year 2025-2026	Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030

Second Language, English Language Learners), Intervention, Content Mastery

*Select "Yes" or "No", if "Yes" was selected a percentage must be entered.

Section 1							
Career and Technical Education	Yes	No	Percent off for Year	Percent off for Year 2022	Percent off for Year	Percent off for Year	Percent off for Year
Accounting							
Medical/Dental							
Veterinary Medicine							
HVAC Training							
Automotive Training							
Culinary Arts							
Cosmetology							

*Select "Yes" or "No", if "Yes" was selected a percentage must be entered.

Section 1							
Special Education	Yes	No	Percent off for Year 2021-2022	Percent off for Year 2022-2023	Percent off for Year 2023-2024	Percent off for Year 2024-2025	Percent off for Year 2025-2026
Assistive Technology							
Autism							
Dyslexia							

Percent off for Year 2026-2027	Percent off for Year 2027-2028	Percent off for Year 2028-2029	Percent off for Year 2029-2030	Percent off for Year 2030-2031

*Select "Yes" or "No", if "Yes" was selected a percentage must be entered.

Section 1							
Athletics	Yes	No	Percent off for Year 2021-2022	Percent off for Year 2022 2023	Percent off for Year 2023-2024	Percent off for Year 2024-2025	Percent off for Year 2025-2026
Event Scheduling Software							
Ticketing Software							
Time Keeping Software							
Vido Replay Software							

Percent off for Year 2026 Percent off for Year 2027 Percent off for Year 2028 Percent off for Year 2029 Percent off for Year 2030

2027	2028	2029	2030	2031

*Select "Yes" or "No", if "Yes" was selected a percentage must be entered.

Section 1						
VAPA	Yes	No	Percent off for Year 2021-2022	Percent off for Year 2022- 2023	Percent off for Year 2023-2024	Percent off for Year 2024-2025
Music Contest Management Software						
Music Education Tool(s) Software						
Ticket Sales Software						

1 Percent off for Year 2025-2026

Percent off for Year 2026· Percent off for Year 2027· Percent off for Year 2028· Percent off for Year 2029· Percent off for Year 2030·

2027

2028

2029

2030

2031

Required Forms

Compliance Form

Certification for Criminal History Check

**Confidential Information Declaration
&
Copyright Authorization Form**

Insurance Requirements

Texas Data Privacy Agreement

Compliance Form

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

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

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

Company Name

Address

City State Zip

Printed Name Title

Signature

Email Address

Telephone # Fax #

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

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

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

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

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

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

Or

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

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

Signature

Title

Date

Confidential Information Declaration & Copyright Authorization Form

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

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

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

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

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

Printed Name

Signature

Title

Date

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

DATA PRIVACY AGREEMENT (DPA)
FOR TEXAS K-12 INSTITUTIONS

LEA NAME [Box 1]

DATE [Box 2]

and

OPERATOR NAME [Box 3]

DATE [Box 4]

Background and Instructions

History of Agreement- This agreement has been drafted by the Texas Student Privacy Alliance (TXSPA). The Alliance is a collaborative group of Texas school districts that share common concerns around student and data privacy. The Texas K-12 CTO Council is the organization that sponsors the TXSPA and the TXSPA is the Texas affiliate of the national Student Data Privacy Consortium (SDPC). The SDPC works with other state alliances by helping establish common data privacy agreements unique to the jurisdiction of each state. This Texas agreement was drafted specifically for K-12 education institutions and included broad stakeholder input from Texas school districts, statewide associations such as TASB, TASA, and TASBO, and the Texas Education Agency. The purpose of this agreement is to set standards of both practice and expectations around data privacy such that all parties involved have a common understanding of expectations. This agreement also provides a mechanism (Exhibit E- General Offer of Terms) that would allow an Operator to extend the ability of other Texas school districts to be covered under the terms of the agreement should an Operator sign Exhibit E. This mechanism is intended to create efficiencies for both Operators and LEAs and generally enhance privacy practices and expectations for K-12 institutions and for companies providing services to K-12 institutions.

Instructions for Operators: This agreement is intended to be provided to an Operator from a LEA. The Operator should fully read the agreement and is requested to complete the below areas of the agreement. Once the Operator accepts the terms of the agreement, the Operator should wet sign the agreement and return it to the LEA. Once the LEA signs the agreement, the LEA should provide a signed copy of the agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 3	Official Name of Operator
Cover Page	Box # 4	Date Signed by Operator
Recitals	Box #5	Contract Title for Service Agreement
Recitals	Box #6	Date of Service Agreement
Article 7	Boxes #7-10	Operator's designated representative
Signature Page	Boxes #15-19	Authorized Operator's representative signature
Exhibit A	Box #25	Description of services provided
Exhibit B	All Applicable Boxes	<ul style="list-style-type: none">• Operator notates if data is collected to provide the described services.• Defines the schedule of data required for the Operator to provide the services outlined in Exhibit A
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA

Exhibit E	All Applicable Boxes	(Optional Exhibit): Operator may, by signing the Form of General Offer of Privacy Terms (General Offer, attached as <u>Exhibit E</u>), be bound by the terms of this DPA to any other Subscribing LEA who signs the acceptance in said Exhibit.
Exhibit F	Boxes # 25-29	A list of all Subprocessors used by the Operator to perform functions pursuant to the Service Agreement, list security programs and measures, list Operator's security measures

Instructions for LEA and/or Subscribing LEA: This agreement is intended to be provided to an Operator from a LEA. Upon receiving an executed agreement from an Operator, the LEA should fully review the agreement and if agreeable, should have an authorized LEA contact wet sign the agreement. Once signed by both the Operator and LEA, the LEA should send a copy of the signed agreement to the Operator.

Article/Exhibit	Box #	Description
Cover Page	Box # 1	Official Name of LEA
Cover Page	Box #2	Date Signed by LEA
Article 7	Boxes #11-14	LEA's designated representative
Signature Page	Boxes #20-24	Authorized LEA representative's signature
Exhibit D	All Applicable Boxes	(Optional Exhibit): Defines deletion or return of data expectations by LEA
Exhibit E	All Applicable Boxes	(Optional Exhibit) Only to be completed by a Subscribing LEA

RECITALS

WHEREAS, the Operator has agreed to provide the Local Education Agency (“LEA”) with certain digital educational services (“Services”) according to a contract titled “_____”
[Box 5]
and dated _____ (the “Service Agreement”), and
[Box 6]

WHEREAS, in order to provide the Services described in the Service Agreement, the Operator may receive or create and the LEA may provide documents or data that are covered by federal statutes, among them, the Federal Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. 6501-6506, and Protection of Pupil Rights Amendment (“PPRA”) 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Operator’s Services are also subject to state student privacy laws, including Texas Education Code Chapter 32; and

WHEREAS, the Operator may, by signing the "General Offer of Privacy Terms", agree to allow other LEAs in Texas the opportunity to accept and enjoy the benefits of this DPA for the Services described within, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

Nature of Services Provided. The Operator has agreed to provide digital educational services as outlined in Exhibit A and the Agreement

1. **Purpose of DPA.** For Operator to provide services to the LEA it may become necessary for the LEA to share certain LEA Data. This DPA describes the Parties’ responsibilities to protect Data.
2. **Data to Be Provided.** In order for the Operator to perform the Services described in the Service Agreement, LEA shall provide the categories of data described in the Schedule of Data, attached as Exhibit B.

DPA Definitions. The definitions of terms used in this DPA are found in Exhibit C. In the event of a conflict, definitions used in this DPA shall prevail over terms used in the Service Agreement will continue to be the property of and under the control of the LEA. The Operator further

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Ownership of Data.** All Data transmitted to the Operator pursuant to the Service Agreement is and acknowledges and agrees that all copies of such Data transmitted to the Operator, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA.
- 2. Operator Materials.** Operator retains all right, title and interest in and to any and all of Operator's software, materials, tools, forms, documentation, training and implementation materials and intellectual property ("Operator Materials"). Operator grants to the LEA a personal, nonexclusive license to use the Operator Materials for its own non-commercial, incidental use as set forth in the Service Agreement. Operator represents that it has all intellectual property rights necessary to enter into and perform its obligations in this DPA and the Service Agreement, warrants to the District that the District will have use of any intellectual property contemplated by the Service Agreement free and clear of claims of any nature by any third Party including, without limitation, copyright or patent infringement claims, and agrees to indemnify the District for any related claims.
- 3. Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Operator shall respond in a reasonably timely manner (and no later than 28 days from the date of the request) to the LEA's request for Data in a pupil's records held by the Operator to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Operator to review any of the Data accessed pursuant to the Services, the Operator shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 4. Data Portability.** Operator shall, at the request of the LEA, make Data available including Pupil Generated Content in a readily accessible format.
- 5. Third Party Request.** Should a Third Party, including law enforcement or a government entity, contact Operator with a request for data held by the Operator pursuant to the Services, the Operator shall immediately (within 1 business day), and to the extent legally permitted, redirect the Third Party to request the data directly from the LEA, notify the LEA of the request, and provide a copy of the request to the LEA. Furthermore, if legally permissible, Operator shall promptly notify the LEA of a subpoena compelling disclosure to a Third Party and provide a copy of the subpoena with sufficient time for the LEA to raise objections to the subpoena. The Operator will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof. Notwithstanding any provision of this DPA or Service Agreement to the contrary, Operator understands that the LEA is subject to and will comply with the Texas Public Information Act (Chapter 552, Texas Government Code). Operator understands and agrees that information, documentation and other material in connection with the DPA and Service Agreement may be subject to public disclosure.
- 6. No Unauthorized Use.** Operator shall use Data only for the purpose of fulfilling its duties and obligations under the Service Agreement and will not share Data with or disclose it to any Third Party without the prior written consent of the LEA, except as required by law or to fulfill its duties and obligations under the Service Agreement.

Subprocessors. All Subprocessors used by the Operator to perform functions pursuant to the Service Agreement shall be identified in Exhibit F. Operator shall either (1) enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, such that the Subprocessors agree to protect Data in a manner the same as or better than as provided pursuant to the terms of this DPA, or (2) indemnify and hold harmless the LEA, its officers, agents, and employees from any and all claims, losses, suits, or liability including attorneys' fees for damages or costs resulting from the acts or omissions of its Subprocessors. Operator shall periodically conduct or review compliance monitoring and assessments of Subprocessors to

determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With State and Federal Law.** LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRRA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA as these laws and regulations apply to the contracted services. The LEA shall not be required to provide Data in violation of applicable laws. Operator may not require LEA or users to waive rights under applicable laws in connection with use of the Services.
2. **Consider Operator as School Official.** The Parties agree that Operator is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records. For purposes of the Service Agreement and this DPA, Operator: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
4. **Unauthorized Access Notification.** LEA shall notify Operator promptly of any known unauthorized access. LEA will assist Operator in any efforts by Operator to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF OPERATOR

1. **Privacy Compliance.** Operator may receive Personally Identifiable Information (“PII”) from the District in the course of fulfilling its duties and obligations under the Service Agreement. The Operator shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security including FERPA, COPPA, PPRRA, Texas Education Code Chapter 32, and all other Texas privacy statutes cited in this DPA.
2. **Employee Obligation.** Operator shall require all employees and agents who have access to Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement. Operator agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.
3. **De-identified Information.** De-identified Information may be used by the Operator only for the purposes of development, product improvement, to demonstrate or market product effectiveness, or research as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Operator agrees not to attempt to re-identify De-identified Information and not to transfer De-identified Information to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Operator shall not copy, reproduce or transmit any De-identified Information or other Data obtained under the Service Agreement except as necessary to fulfill the Service Agreement.
4. **Access To, Return, and Disposition of Data.** Upon written request of LEA, Operator shall dispose of or delete all Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, and transfer said data to LEA or LEA’s designee within sixty (60) days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Operator acknowledges LEA’s obligations regarding retention of governmental data, and shall not destroy Data except as permitted by LEA. Nothing in the Service Agreement shall authorize Operator to maintain Data obtained under the Service Agreement beyond the time

period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Operator shall provide written notification to LEA when the Data has been disposed of. The duty to dispose of Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a “Request for Return or Deletion of Data” FORM, a sample of this form is attached on Exhibit “D”). Upon receipt of a request from the LEA, the Operator will immediately provide the LEA with any specified portion of the Data within five (5) business days of receipt of said request.

5. **Targeted Advertising Prohibition.** Operator is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Operator; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Operator from generating legitimate personalized learning recommendations.

(di) **Access to Data.** Operator shall make Data in the possession of the Operator available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Security.** The Operator agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Operator are set forth below. Operator shall further detail its security programs and measures in Exhibit F. These measures shall include, but are not limited to:
 - a. **Passwords and Employee Access.** Operator shall secure usernames, passwords, and any other means of gaining access to the Services or to Data, at a level consistent with an industry standard agreed upon by LEA (e.g. suggested by Article 4.3 of NIST 800-63-3). Operator shall only provide access to Data to employees or subprocessors that are performing the Services. Employees with access to Data shall have signed confidentiality agreements regarding said Data. All employees with access to Data shall pass criminal background checks.
 - b. **Security Protocols.** Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Operator shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment.
 - c. **Employee Training.** The Operator shall provide periodic security training to those of its employees who operate or have access to the system.
 - d. **Security Technology.** When the Services are accessed using a supported web browser, Secure Socket Layer (“SSL”) or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Operator shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
 - f. **Security Contact.** Operator shall provide the name and contact information of Operator’s Security Contact on Exhibit F. The LEA may direct security concerns or questions to the Security Contact.

- g. **Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.
 - h. **Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
 - i. **Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
 - j. Operator shall have a written incident response plan that reflects best practices and is consistent with

industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
2. **Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
- a. The security breach notification to the LEA shall be written in plain language, and address the following
 - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - 2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
 - b. Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
 - c. In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
 - d. The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
 - e. The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

ARTICLE VI- GENERAL OFFER OF PRIVACYTERMS

1. **General Offer of Privacy Terms.** Operator may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached as Exhibit E), be bound by the terms of this DPA to any other LEA who signs the acceptance in said Exhibit.

**ARTICLE VII:
MISCELLANEOUS**

1. **Term.** The Operator shall be bound by this DPA for the duration of the Service Agreement or so long as the Operator maintains any Data. Notwithstanding the foregoing, Operator agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
2. **Termination.** In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
3. **Effect of Termination Survival.** If the Service Agreement is terminated, the Operator shall dispose of all of LEA’s Data pursuant to Article IV, section 5.
4. **Priority of Agreements.** This DPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, terms of service, privacy policy, or other writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph, all other provisions of the Service Agreement shall remain in effect.
5. **Notice.** All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:
The designated representative for the Operator for this Agreement is:

First Name:	_____	[Box 7]
Last Name:	_____	[Box 8]
Operator’s Company Name:	_____	[Box 9]
Title of Representative:	_____	[Box 10]

The designated representative for the LEA for this Agreement is:

First Name:	_____	[Box 11]
Last Name:	_____	[Box 12]
LEA’s Name:	_____	[Box 13]
Title of Representative:	_____	[Box 14]

6. **Entire Agreement.** This DPA constitutes the entire agreement of the parties relating to the subject matter and supersedes all prior communications, representations, or agreements, oral or written, by the Parties. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
7. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
8. **Governing Law: Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Authority.** Operator represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.
10. **Waiver.** Waiver by any party to this DPA of any breach of any provision of this DPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DPA shall not operate as a waiver of such right. All rights and remedies provided for in this DPA are cumulative. Nothing in this DPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its trustees, officers, employees, and agents as a result of the execution of this DPA or performance of the functions or obligations described herein.
11. **Assignment.** The Parties may not assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other Party except that either party may assign any of its rights and obligations under this DPA without consent in connection with any merger (including without limitation by operation of law), consolidation, reorganization, or sale of all or substantially all of its related assets or similar transaction. This DPA inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this DATA PRIVACY AGREEMENT FOR TEXAS K-12 INSTITUTIONS as of the last day noted below.

Operator's Representative:

BY: _____ [Box 15] Date: _____ [Box 16]

Printed Name: _____ [Box 17] Title/Position: _____ [Box 18]

Address for Notice Purposes: _____ [Box 19]

LEA's Representative

BY: _____ [Box 20] Date: _____ [Box 21]

Printed Name: _____ [Box 22] Title/Position: _____ [Box 23]

Address for Notice Purposes: _____ [Box 24]

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Description : [Box 25]

EXHIBIT “ B”

SCHEDULE OF DATA

Instructions: Operator should identify if LEA data is collected to provide the described services. If LEA data is collected to provide the described services, check the boxes indicating the data type collected. If there is data collected that is not listed, use the “Other” category to list the data collected.

- We do not collect LEA Data to provide the described services.
- We do collect LEA Data to provide the described services.

SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application- Please specify:	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications that are captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
	Date of Birth	<input type="checkbox"/>

Demographics	Place of Birth	<input type="checkbox"/>
	Gender	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>
	Language information (native, preferred or primary language spoken by student)	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>
Enrollment	Student school enrollment	<input type="checkbox"/>
	Student grade level	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>
	Medical alerts /health data	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>

Category of Data	Elements	Check if used by your system
Student Contact Information	Address	<input type="checkbox"/>
	Email	<input type="checkbox"/>
	Phone	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>
	Vendor/App assigned student ID number	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures etc.	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/performance scores	<input type="checkbox"/>
	Other transcript data -Please specify:	<input type="checkbox"/>
	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>

Transportation	Student bus card ID number	<input type="checkbox"/>
	Other transportation data -Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	<input type="checkbox"/>

EXHIBIT “C”

DEFINITIONS

HB 2087: The statutory designation for what is now Texas Education Code Chapter 32 relating to pupil records.

Data: Data shall include, but is not limited to, the following: student data, educational records, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Texas and Federal laws and regulations. Data as specified in Exhibit B is confirmed to be collected or processed by the Operator pursuant to the Services. Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student’s use of Operator’s services.

De-Identified Information (DII): De-Identified Information is Data subjected to a process by which any Personally Identifiable Information (“PII”) is removed or obscured in a way that eliminates the risk of disclosure of the identity of the individual or information about them, and cannot be reasonably re-identified.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

NIST 800-63-3: Draft National Institute of Standards and Technology (“NIST”) Special Publication 800-63-3 Digital Authentication Guideline.

Personally Identifiable Information (PII): The terms “Personally Identifiable Information” or “PII” shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator’s software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students’ parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Pupil-Generated Content: The term “pupil-generated content” means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Subscribing LEA: A LEA that was not party to the original Services Agreement and who accepts the Operator’s General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term “Subprocessor” (sometimes referred to as the “Subcontractor”) means a party other than LEA or Operator, who Operator uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Operator’s website, online service or mobile application by such student or the retention of such student’s online activities or requests over time.

Texas Student Privacy Alliance: The Texas Student Privacy Alliance (TXSPA) is a collaborative group of Texas school districts that share common concerns around student privacy. The goal of the TXSPA is to set standards of both practice and expectations around student privacy such that all parties involved have a common understanding of expectations. The Texas K-12 CTO Council is the organization that sponsors TXSPA and the TXSPA is the Texas affiliate of the National Student Privacy Consortium.

EXHIBIT "D"

SAMPLE REQUEST FOR RETURN OR DELETION OF DATA

Instructions: This Exhibit is optional and provided as a sample ONLY. It is intended to provide a LEA an example of what could be used to request a return or deletion of data.

_____ directs _____ to
LEA OPERATOR

dispose of data obtained by Operator pursuant to the terms of the Service Agreement between
return LEA and Operator. The terms of the Disposition are set forth below:

1. Extent of Return or Disposition

Return or Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Return or Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Return or Disposition

Disposition shall be by destruction or deletion of data.

Return shall be by a transfer of data. The data shall be transferred to the following site as follows:

3. Timing of Return or Disposition

Data shall be returned or disposed of by the following date:

As soon as commercially practicable

By the following agreed upon date:

4. Signatures

Authorized Representative of LEA

Date:

5. Verification of Disposition of Data

Authorized Representative of Operator

Date:

EXHIBIT “ E”

GENERAL OFFER OF PRIVACY TERMS

Instructions: This is an optional Exhibit in which the Operator may, by signing this Exhibit, be bound by the terms of this DPA to any other Subscribing LEAs who sign the acceptance in said Exhibit. The originating LEA SHOULD NOT sign this Exhibit, but should make Exhibit E, if signed by an Operator, readily available to other Texas K-12 institutions through the TXSPA web portal. Should a Subscribing LEA, after signing a separate Service Agreement with Operator, want to accept the General Offer of Terms, the Subscribing LEA should counter-sign the Exhibit E and notify the Operator that the General Offer of Terms have been accepted by a Subscribing LEA.

1. Offer of Terms

Operator offers the same privacy protections found in this DPA between it and

[_____]
and which is dated [_____] to any other LEA (“Subscribing LEA”) who accepts this General Offer through its signature below. This General Offer shall extend only to privacy protections and Operator’s signature shall not necessarily bind Operator to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Operator and the other LEA may also agree to change the data provided by LEA to the Operator to suit the unique needs of the LEA. The Operator may withdraw the General Offer in the event of:

- (1) a material change in the applicable privacy statutes;
- (2) a material change in the services and products listed in the Originating Service Agreement;
- (3) the expiration of three years after the date of Operator’s signature to this Form.

Operator shall notify the Texas Student Privacy Alliance (TXSPA) in the event of any withdrawal so that this information may be transmitted to the Alliance’s users.

Operator’s Representative:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Operator, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and Operator shall therefore be bound by the same terms of this DPA. The Subscribing LEA, also by its signature below, agrees to notify Operator that it has accepted this General Offer, and that such General Offer is not effective until Operator has received said notification.

Subscribing LEA’s Representative:

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

EXHIBIT “ F”

DATA SECURITY

1. Operator’s Security Contact Information:

_____ [Box 26]
Named Security Contact

_____ [Box 27]
Email of Security Contact

_____ [Box 28]
Phone Number of Security Contact

2. List of Operator’s Subprocessors:

[Box 29]

3. Additional Data Security Measures:

[Box 30]

Amendment One to Texas Data Privacy Agreement Version 2.0 Between Garland I.S.D. and Supplier

This amendment agreement, made and entered into is effective as of _____(the "**Amendment**"), is to modify the Texas Data Privacy Agreement Version 2.0 between Garland Independent School District and (the "**Supplier**" as identified below). The terms of the Agreement are fully incorporated herein, and shall remain in effect, except as expressly amended herein.

WITNESSETH:

WHEREAS, it has been determined that there is a need for the service provider to have access to data to perform the requirements of this contract;

WHEREAS, Parties are in agreement that the existing agreement shall be modified as listed below:

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed as of the date first above written. All other provisions remain unchanged.

Garland Independent School District
Name: Matthew Yeager
Title: Executive Technology Officer
Signature: _____

Company: _____
Name: _____
Title: _____
Signature: _____