

GARLAND INDEPENDENT SCHOOL DISTRICT (DISTRICT)

**REQUEST FOR OFFER
CHOICE OF SCHOOL APPLICATION
SOLUTION
OFFER # 364-23-01**

You are invited to submit an Offer to provide a **CHOICE OF SCHOOL APPLICATION SOLUTION** for the Garland Independent School District (GISD) in accordance with Texas Education Code 44.031 and Texas Government Code 791 Interlocal Cooperation Act.

PLEASE SUBMIT OFFER NO LATER THAN 4:00 P.M. May 9, 2023.

The term of this contract shall be **July 31, 2023** (or date of award) through July 31, 2024, with the contract renewing annually for five years from the date of award unless canceled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

This OFFER includes Specifications and Required Forms.

Company Name

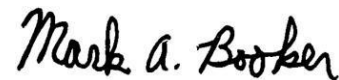
Address

City Zip

Authorized Representative Name Title

Signature

Printed Name Email address



Mark A. Booker
Executive Director of Purchasing

I. District Need

The COVID-19 pandemic drives the following unique operational needs for enrollment and School Choice. These processes have been completed entirely online since pandemic's onset without considering the individual needs of the student population, including students with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and children and youth in foster care. The singular goal then was to continue operations as seamlessly as possible. A more robust system is needed to ensure a high level of outreach and service delivery to meet the needs of each population listed above.

II. Scope of Service

The unique areas the new system addresses are access to the online choice system, customer service support for system-related needs in multiple languages, and exploration of school options within the system. ESSER Funds will be used to purchase the solution selected by the district.

III. Submission Requirements

- A. Interlocal contract-** Garland ISD has elected to receive offers from qualified companies' offeror must be awarded under a sharable contract similar in scope to the list provided in **Attachment A**.
- B. Compliance with State and Federal Regulations-** Garland ISD will be utilizing Federal funds for this procurement which requires all offers to comply with statutory requirements found in **Attachment B**.

IV. Solution Requirements

A. Data Integration

1. The proposed solution must support 55,000 + users and connections.
2. The proposed solution must be able to exclude certain students from the Choice/Magnet process
3. The proposed system must integrate with Skyward and Laserfiche.
 - a) Preferred - The proposed solution should offer real-time integration with the Skyward Student Information System. Describe your experience with the Skyward SIS or another SIS
4. The proposed system must have GIS embedded to make all distances consistent.
 - a) The GIS data should allow parents to choose schools based on bus transportation and distances.

B. Application Workflow- At a minimum, the solution must:

1. Offer editable workflows for student placement
2. The ability to process Magnet and Choice of School requests from an application and place students based on qualifying criteria
 - a) Must have the ability to run several types of lotteries (score rank, random, weighted lottery)

- b) Must have the ability to run applications during the separate windows (1-12 Choice and 1-12 magnet app; PreK-K Choice and PreK-K Choice magnet app; Second chance magnet)
- 3. Provide the ability to edit programming for Choice and Magnet applications to control selections based on student criteria. (ex. Bilingual students can only choose programs that offer a bilingual option).
- 4. Provide the ability to edit programming for Choice and Magnet applications to control selections based on student criteria? (ex. Bilingual students can only choose programs that offer a bilingual option).
- 5. Maintain an editable Capacity Table.
 - a) The proposed solution must offer Real-Time Capacity/Waitlist views
- 6. Integrate with the District's court requirements to determine students' assigned schools
- 7. Compatibility with mobile devices (iOS and Androids)
- 8. Offer translation options
- 9. Offer customer experience push notifications/texts
- 10. Offer web accessibility features
- 11. Offer the ability to upload documents easily
- 12. Offer Dashboards for both internal and external users
- 13. Allow for different security based on users' roles
- 14. Connect siblings and match employee children for priority
- 15. Have the ability for internal users to see the history of changes made in the system per child

C. Application Workflow (continued) - The proposed solution should offer the following application features and workflows:

- 1. Manage transfers
- 2. Manage open enrollment and Pre-K, ineligible children.
- 3. Offer an Appointment Scheduler with the ability to
 - a) Send periodic Email and Calendar reminders to the customer
 - b) Allow multiple employees to access the platform
 - c) Provide scheduling for multiple departments with varied needs
 - d) View the real-time availability of appointments for employees and parents

D. User Experience - The proposed solution must -

- 1. Offer one platform for Choice and Magnet that includes capacities, processing, and notifications
- 2. Offer a school finder/locator and transportation eligibility that parents can access to explore campuses.
- 3. Offer round-the-clock customer services
 - a. Offer How-To videos to aid families in completing the application
 - b. Offer customer experience push notifications/texts
- 4. Be accessible to all users and in multiple languages
- 5. Offer the customer the ability to edit their applications for a given predefined period
- 6. The proposed solution should -
 - a. Have the option for parents to signify a need for bus transportation.
 - b. Have the ability for parents to edit during the open window time frame.
 - c. Offer parents access to schedule testing appointments for Magnet and Language
 - d. Offer the choice to print or save the application after completion
 - e. Offer access for internal users to view from customer perspective
- 7. Auto-populate collected data to prevent the user from re-entering data
- 8. Offer parents access to view waitlist for Choice and Magnet

V. ESSER Funding Requirement

9. To be selected, a vendor must prove that they are compliant with the new Education Department General Administrative Guidelines ("EDGAR")

VI. Implementation and Licensing Costs

	Description	Unit		Cost
1	Cost of initial set up and installation of application	Each		
2	State the amount of time required for initial set-up and installation of application			
3	Hourly cost of training district personnel in use of the application	Hour		
4	State estimated number of hours needed per person for training			
5	Hourly rate for services related to the application other than initial set up and training	Hour		
6	Cost of annual District license for the proposed solution Year One (1)	Year	1	
	Includes Maintenance fee, updates, new employee trainings, and customer support			
7	Cost of annual District license for the proposed solution Year Two (2)	Year	1	
	Includes Maintenance fee, updates, new employee trainings, and customer support			
8	Cost of annual District license for the proposed solution Year Three (3)	Year	1	
	Includes Maintenance fee, updates, new employee trainings, and customer support			
9	Cost of annual District license for the proposed solution Year Four (4)	Year	1	
	Includes Maintenance fee, updates, new employee trainings, and customer support			
10	Cost of annual District license for the proposed solution Year Five (5)	Year	1	
	Includes Maintenance fee, updates, new employee trainings, and customer support			

GARLAND INDEPENDENT SCHOOL DISTRICT (DISTRICT)

**REQUEST FOR OFFER
CHOICE OF SCHOOL APPLICATION SOLUTION
OFFER # 364-23-01**

Attachment A

1. 1 Government Procurement Alliance
2. BuyBoard/ The Local Government Purchasing Cooperative
3. Carrollton-Farmers Branch
4. Choice Partners/Harris County Department of Education (HCDE)
5. Central Texas Purchasing Alliance
6. Educational Purchasing Cooperative of North Texas
7. Choice Partners
8. Houston Galveston Area Council (HGAC)
9. Mesquite ISD
10. Omnia Partners
11. Plano ISD
12. Purchasing Cooperative of America (PCA)
13. Region Service Centers
 - a. Education Service Center Region 4/Texas Cooperative Purchasing Network (TCPN)
 - b. Education Service Center Region 8/The Interlocal Purchasing System (TIPS)
 - c. Education Service Center Region 10
 - d. Education Service Center Region 11
 - e. Education Service Center Region 12
 - f. Education Service Center Region 14/ National Cooperative Purchasing Alliance
 - g. Education Service Center Region 19/ Allied States Cooperative
 - h. Education Service Center Region 20
14. Texas Building Procurement Commission- State Contract
15. US Communities
16. Ysleta ISD

GARLAND INDEPENDENT SCHOOL DISTRICT (DISTRICT)

**REQUEST FOR OFFER
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Attachment B

INSTRUCTIONS TO OFFEROR

Should the district external (DMZ) server become unavailable after 8:00A.M. on the date the solicitation is due, the response is due the next business day. The Purchasing department must be notified immediately at 469.238.6100 and confirm the system outage for this extension to activate.

1.1 Submission of Offer

Although we are legally required to accept paper Offer, we strongly request that Offeror submit this bid electronically through the Oracle iSourcing module. 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 friendlier to the environment. **When filing this OFFER electronically, do not submit 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 you only submit the hard copy document provided by the purchasing department with all of the required fields completed and delivered as instructed below in **DELIVERY OF OFFER**.

1.1.1. 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 Msrobert@garlandisd.net no later than **APRIL 26, 2023 at 12:00p.m. CDT**. Response will be given by addendum. Questions are responded to by addendum.

1.1.2. ANSWERS TO QUESTIONS

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **APRIL 28, 2023 at 4:00p.m. CDT**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

1.1.3. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) COMPLETE ORIGINAL OFFER RESPONSE AND ONE (1) COMPLETE OFFER COPY SUBMITTED ON ELECTRONIC FORMAT (FLASH/CD). ENSURE THE SUBMISSION IS CLEARLY LABELED.

DELIVERY OF OFFER: Delivery of Offer shall be in accordance with the procedures listed. Mark the sealed return envelope in the lower left-hand corner with RFP#, time, and due date. If assistance is required for OFFER submission, you may call Purchasing at 469.238.6100 during normal operating hours.

Hand-carried submissions shall be delivered to Garland ISD Purchasing Department 501 S. Jupiter, Garland, Texas 75042.

Offer 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 OFFER envelopes as instructed on the front page. Allow sufficient transit time.

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

1.1.4. SIGNED ORIGINAL

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

1.1.5. LATE SUBMISSIONS

Offer 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 Offer.

1.1.6. OTHER FORMS OF SUBMISSION

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

1.1.7. AUTHORIZED SIGNATURE

Offer must be signed by an authorized individual to contractually bind their firm when submitting the OFFER. Failure to sign the OFFER will be considered as a "mistake in OFFER", and the OFFER will be rejected as "non-responsive" OFFER. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.8. FORMAT FOR PRICING

Offer written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the OFFER. 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).

1.1.10. WITHDRAWING OFFER

No OFFER may be withdrawn prior to opening of Offer 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. Offer become the property of Garland ISD upon receipt.

1.1.11. OFFER TABULATIONS

Offeror desiring an OFFER tabulation sheet resulting from this Request for OFFER may visit our web site at <http://www.garlandisd.net/connect/do-business/OFFER-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.

1.1.12. DEVIATIONS

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

1.1.13. 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. Offeror 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.

1.1.14. COPYRIGHT PROTECTION

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

1.2 Award/Evaluation of Offer

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 OFFER, waive minor OFFER formalities/technicalities and award the OFFER deemed to be most advantageous to the District.

1.2.2. 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. Offer shall cover the entire program as described herein. Offeror shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.3. EVALUATION FACTORS

Offers will be evaluated in accordance to 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

1.2.4. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for OFFER. 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 OFFER 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.

1.2.5. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this OFFER 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).

1.2.6. 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.

1.2.7. CONTRACT VALUE

The estimated annual value of this contract is \$150,000; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified).

1.2.8. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for OFFER. Offeror must specify minimum order quantities – if any – and are required to hold proposed prices for 90 days from date of award. After this time, proposed increases may be submitted in writing for approval. Proof of change in market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval. Increases may be submitted for approval but shall not exceed the Consumer Price Index – **ALL ITEMS LESS FOOD AND ENERGY**. If vendor cannot agree to the CPI increase by default the next lowest vendor may provide a quote that can result in new award.

1.2.9. QUOTING PROCEDURES

Pursuant to 2 CFR 200.319(a) all procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section. Vendors will receive request for quotes throughout the term of the contract. Quotes cannot exceed 10% of the contract value.

1.2.10. PROTEST PROCEDURE

Any proposer who is aggrieved in connection with a procurement, excepting right of rejection, may protest in accordance with [Garland ISD Board of Trustees Policy CJ Local](#).

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for OFFER, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this OFFER 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 OFFER 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 OFFER.

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 OFFER 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 OFFER, 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 OFFER 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 OFFER and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed OFFER.

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 Solicitation being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

Proposer certifies that if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

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

2.1.8. ENERGY POLICY AND CONSERVATION ACT

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

2.1.9. RECORD RETENTION REQUIRMENTS

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

2.1.10. RECOVERED MATERIALS

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

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

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

2.1.12. 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.

2.1.13. 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.

2.1.14. 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 OFFER in response to the Request for OFFER, you are certifying to the District that you do not have such an affiliation or contractual relationship.

2.1.15. 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 Deviation/Compliance Form.

2.1.16. DOMESTIC PREFERENCES FOR PROCUREMENT

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub

awards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.1.17. LONE STAR INFRASTRUCTURE PROTECTION ACT

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (including cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies or governmental entity owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure.

2.1.18. FIREARM INDUSTRY

Pursuant to Texas Government Code Chapter 2274.002 (SB 19), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.19. ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274.002 (SB13), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.20. 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 OFFER 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.

2.1.21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO

SURVEILLANCE SERVICES OR EQUIPMENT

Proposer certifies that it is in compliance with all applicable provisions of the Code of Federal Regulations §200.216, as described in Public Law 115-232, section 889, see also §200.471.

3. TERMS AND CONDITIONS

3.1. CASH PAYMENTS AND DISCOUNTS

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

3.2. 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 OFFER. Orders will be placed as items are approved for purchase and funds become available.

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

3.3. CHANGE ORDERS

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

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

3.4. PAYMENTS VIA ACH

Garland ISD will make payments via check or ACH. If the awarded supplier prefers ACH payments, the supplier will be required to submit a completed Vendor Direct Deposit Authorization form (contact this email to request the form), along with a bank verification letter to Finance@garlandisd.net. Payment will be made within 30 days after the later of, receipt of goods / services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

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

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

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

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

3.5. CHANGING QUANTITIES

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

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

3.6. NO SMOKING POLICY

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

3.7. CHOICE OF LAW/VENUE

This Request for OFFER 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 OFFER or any resulting purchase orders shall be in Dallas County, Texas.

3.8. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request for OFFER (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 OFFER (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

3.9. 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.

3.10. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchase any and all claims for overcharges associated with any contract resulting from this Request for OFFER which arise under the antitrust laws of

the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

3.11. AVAILABILITY OF FUNDING

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

3.12. INDEPENDENT CONTRACTOR

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

3.13. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for OFFER 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 ninety (90) 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 Solicitationder's address appearing on the face of the Request for OFFER (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.14. CANCELLATION FOR CAUSE

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

3.15. AGREEMENT BETWEEN PARTIES

The Contract Document consists of this OFFER which includes Terms and Conditions, Compliance Form, Specifications, Attachment A and B, the Supplier response, Required forms, Clarifications and purchase order(s). These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

3.16. DISTRICT ACCESS TO WORK AREA

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

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

3.18. AUDITING CONTRACT

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

3.19. LIMITATION OF LIABILITY

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

3.20. AUTHORIZED NEGOTIATORS

Designated GISD Legal and 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 Offer pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

3.21. 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 Solicitations, 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 Solicitations 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>.

3.22. 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.

3.23. 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:

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:

All suppliers must:

Follow instructions on the award letter provided by Purchasing to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

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.

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.

3.24. UNIFORM INFORMATION AND COMMUNICATION TECHNOLOGIES ACCESSIBILITY

(a) Applicability.

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

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

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

(b) Definitions.

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

Management Systems (SIS), Learning Management Systems (LMS), Content Management Systems (CMS), telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

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

(c) *Accessibility Requirements.*

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

(d) *Evaluation, Testing and Monitoring.*

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

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

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

(e) *Representations and Warranties.*

1. Supplier represents and warrants that: (i) as of the effective date of the contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the contract, unless and to the extent the Parties otherwise expressly agree in writing; and (ii) if the Products will be in the custody of the District or after the contract expiration or termination, the Products will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless District uses the Products in a manner that renders it noncompliant.
2. In the event Supplier should have known, becomes aware, or is notified that the Product and associated documentation and technical support do not comply with the Accessibility Standards, Supplier represents and warrants that it will, in a timely

manner and at no cost to District, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation, replacement, and upgrading of the Product, or providing a suitable substitute.

3. Supplier acknowledges and agrees that these representations and warranties are essential inducements on which District relies in awarding this contract.
4. Supplier's representations and warranties under this subsection will survive the termination or expiration of the contract and will remain in full force and effect throughout the useful life of the Product.

(f) Remedies.

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

EVALUATION CRITERIA

	Parameters:	Max Points
1	The purchase price	40
2	The reputation of the vendor and of the vendor's goods or services	10
3	The quality of the vendor's goods or services	12
4	The extent to which the goods or services meet the district's needs	30
5	The vendor's past relationship with the district	3
6	The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB)	0
7	The total long-term cost to the district to acquire the vendor's goods and services	0
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
9	Voluntary Product Accessibility Template (see 3.24. UNIFORM INFORMATION AND COMMUNICATION TECHNOLOGIES ACCESSIBILITY)	5

Per Texas Education Code, Subchapter B, Sec. 44.031 (b) ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!

The responsiveness of the OFFER submitted will be determined by GISD's Purchasing Department. Discussions / negotiations may be conducted with offeror who are evaluated and deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions / negotiations. The District Purchasing Department and Offeror may enter into discussions and revisions of OFFER, as necessary. If discussions/negotiations are conducted, Offeror may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations / discussions.

END OF SECTION