



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

REQUEST FOR PROPOSAL
ON CELLULAR DATA SERVICES, PROPOSAL #252-24

August 11, 2023

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. LOCAL TIME ON August 29, 2023. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide Cellular Data Services to the Garland Independent School District (GISD) from October 24, 2023 (or date of award) through October 24, 2029.

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

Total Pages: 32

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY

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

 Company Name

 Address

 City

 State

 Zip

 Authorized Representative Name

 Title

 Signature

 Printed Name

 Email Address

 Telephone #

 Fax #

Mark A. Booker

Mark A. Booker
 Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Mayte R Martinez, Assistant Director of Purchasing at mrmartin@garlandisd.net

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

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to mrmartin@garlandisd.net no later than August 16, 2023 at 12:00p.m.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by August 17, 2023 at 4:00p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) and all electronic notifications for addendums prior to submitting responses.

1.1.4. NUMBER OF COPIES

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

1.1.5. DELIVERY OF PROPOSAL

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

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

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

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

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

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

1.1.6. SIGNED ORIGINAL

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

1.1.7. LATE SUBMISSIONS

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

1.1.8. OTHER FORMS OF SUBMISSION

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

1.1.9. AUTHORIZED SIGNATURE

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

1.1.10. NUMBER OF PAGES

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

1.1.11. FORMAT FOR PRICING

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

1.1.12. 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.

1.1.13. 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.

1.1.14. 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 PROPOSAL". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.15. PROPOSAL TABULATIONS

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

1.1.16. DEVIATIONS

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

1.1.17. 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.

1.1.18. COPYRIGHT PROTECTION

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

1.1.19. 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 underprices 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 underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

1.2.3. MULTIPLE AWARDS

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

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

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

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031 (b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**
10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section

2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District. www.window.state.tx.us/procurement/prog/vendor_performance

1.2.5. BOARD OF TRUSTEE APPROVAL

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

1.2.6. ADDITIONS OR IMPROVEMENTS

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

1.2.7. UNIT OF MEASURE

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

1.2.8. CONTRACT VALUE

The estimated annual value of this contract is \$100,000; However, this value reflects the District's estimated current Requirements for one year (or time frame as otherwise specified).

1.2.9. FELONY CONVICTIONS

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

1.2.10. ALTERNATE AWARDS

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

1.2.11. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

1.2.12. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. During the remaining yearly term of the contract, proposed increases may be submitted for approval but shall not exceed the Consumer Price Index for the previous year.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

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

2.1.1. ANTI-COLLUSION AND FRAUD

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

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

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

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and 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/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 2270, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

3. SHIPPING AND DELIVERY

- 3.1.** 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.** Pick-up and delivery will be made between the hours of 8:00a.m. and 2:00p.m. Monday through Friday, excluding school holidays.
- 3.3.** Non-palletized freight shall be unloaded inside the Warehouse or School building. Supplier is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Supplier must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.

- 3.4. 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. Removal of shipping cartons and other shipping debris is the sole responsibility of the successful proposer(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.

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 contractor. The cost of the return shall be the burden of the responsible contractor.

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. SUBMITTING SAMPLES

Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)

4.5. 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.**

4.6. 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.

4.7. 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:

- 4.7.1. Invoice is received at the address indicated on the purchase order
- 4.7.2. Pricing on the invoice matches the price on the purchase order
- 4.7.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.7.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.7.5. Unique invoice number used for each billing
- 4.7.6. Merchandise has been received.
- 4.7.7. 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.

4.8. 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.**

4.9. NO SMOKING POLICY

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

4.10. 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.

4.11. 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.

4.12. 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.

4.13. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchase 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.

4.14. PURCHASE ORDER SHORTAGES

If applicable to “Food Service” commodities, when/if a vendor “shorts” a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor’s expense.

4.15. 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.

4.16. 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.

4.17. 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.

4.18. 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.

4.19. 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.

4.20. 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.

4.21. 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.

4.22. 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.

4.23. 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.

4.24. 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.

4.25. 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>.

4.26. 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_filing_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 QUOTE.

4.27. FORCE MAJEURE

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

notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

4.28. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000.000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

END OF SECTION

PROPOSAL 252-24

Cellular Data Services

1. Introduction

The Garland Independent School District (GISD) is seeking a partner to provide a nano SIM card solution and/or equipment for two hundred (200) hotspot devices and a SIM card solution for three hundred and ten (310) Galaxy Tab Active3 tablets. GISD is requesting pricing that offers the best overall value for the following. Service provider must include any taxes, surcharges, fees, activation costs, and any other costs that will be required in the pricing of turn-key equipment and services.

Solution 1 – Student Hotspots (Qty. 300)

- Cellular nano SIM Card with unlimited data compatible with the T-Mobile Franklin T9 hotspot, or cellular hotspot equipment with unlimited SIM data card plan.
- Term dates will begin each year on March 1st, and end February 28th of the following year, starting in 2024:
 - Year 1: March 1, 2024 – February 28, 2025
 - Year 2: March 1, 2025 – February 28, 2026
 - Year 3: March 1, 2026 – February 28, 2027
 - Year 4: March 1, 2027 – February 29, 2028
 - Year 5: March 1, 2028 – February 28, 2029

Solution 2 – Transportation Route Equipment (Qty. 310) (nano SIM Card only—no tablet)

- Cellular nano SIM Card with unlimited data plan compatible with the Galaxy Tab Active3 tablet (see specs below)

Network/Bearer	2G GSM	3G UMTS
	GSM850, GSM900, DCS1800, PCS1900	B1(2100), B2(1900), B4(AWS), B5(850), B8(900)
	4G FDD LTE	4G TDD LTE
	B1(2100), B2(1900), B3(1800), B4(AWS), B5(850), B7(2600), B8(900), B12(700), B13(700), B17(700), B20(800), B28(700), B66(AWS-3)	B38(2600), B40(2300), B41(2500)

- Term dates will begin each year on November 1st, and end October 31st of the following year, starting in 2023:
 - Year 1: November 1, 2023 – October 31, 2024
 - Year 2: November 1, 2024 – October 31, 2025
 - Year 3: November 1, 2025 – October 31, 2026
 - Year 4: November 1, 2026 – October 31, 2027
 - Year 5: November 1, 2027 – October 31, 2028

2. Background

Garland Independent School District (“GISD” or “District”) has an enrollment of over 52,000 students. It is the second largest district in Dallas County and is one of the largest districts in the state of Texas. The District has 2 pre-kindergarten schools, 48 elementary schools, 12 middle schools, 7 high schools, and 4 other educational centers. GISD also employs approximately 7,200 staff, which covers teachers and administrators at all of the schools and approximately 42 various department operating locations in three cities: Garland, Rowlett,

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Cellular Data Services

and Sachse.

3. Goals of this RFP

- 3.1. Obtain the best pricing model for an unlimited data nano SIM card solution.
- 3.2. Support solution.
- 3.3. Identify additional value-add services.

4. Services Requested

- 4.1. It is the intent of GISD to enter into an agreement with the successful Bidder for the purchase of a nano SIM card solution and technical support. The above specifications in this request are intended to provide vendors the best opportunity to provide unlimited SIM data plans that contain services that meet the needs of the school district while providing the best pricing available. GISD is also interested in seeing options for value-added services.
- 4.2. Bidder must provide a user management console to track all cellular numbers and the following information:
 - 4.2.1. Account Information (include minimum: account #, mobile # & status)
 - 4.2.2. Date Usage
 - 4.2.3. Rate Plan
 - 4.2.4. Taxes
 - 4.2.5. Other Fees

5. Support and Service

- 5.1. Please provide 7 x 24 x 365 customer service overview and approach to addressing SIM Card & data issues.
- 5.2. The Bidder shall provide one customer representative and technical service representative to serve as Project Manager(s) during normal business hours (8:00 AM to 5:00 PM) during the 30-day transition of Solution 1 and Solution 2 listed above. The customer representative and technical service representative will be on call and available for the first month of operation without additional cost to Garland ISD.

6. Billing Cycle and Billing Dispute Resolution

- 6.1. Billing cycle will begin on the first day of the month and end on the last day of the month. Bill will be received no later than five (5) business days after the end of the month. Provider must include a breakdown with detailed charges of all items billed, inclusive of any applicable taxes, fees, and surcharges.
- 6.2. Bidder agrees to resolve within 60 calendars days any formal written billing dispute. Bidder shall provide email address for formal billing disputes within the response. Bidder shall provide an escalation list for the billing dispute resolution process. Escalation list shall at a minimum include the Vice-President of your organization responsible for billing disputes. In the event a formal billing dispute is not resolved within 60 days, bidder agrees

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Cellular Data Services

to issue a credit to service providers bill to GISD's. This credit must appear on the first billing cycle after the expiration of the 60 days allowed for the billing issue resolution process. In the event service provider does not provide the credit requested, GISD shall subtract said credit from the next month's bill. Service provider agrees and accepts that any late payment fees associated with this process shall be waived by service provider without demand.

7. Proposal Format

7.1. The proposal shall be submitted through iSupplier.

7.2. Tab Labels (Sections)

Responses to proposals must be formatted according to the table below. Additionally, all responses to specifications within a tab (section) must adhere to the respective numbering provided. Failure to provide any of the requested information or documents in this solicitation may result in point deductions.

Tab (Section)	Tab Description
Tab 1	Executive Summary
Tab 2	Table of Contents
Tab 3	Company Profile and Qualifications
Tab 4	Services Requested
Tab 5	Cellular Data Services Proposal
Tab 6	Exceptions to RFP and Conflicts of Interest
Tab 7	Required Forms

8. Timetable

The following timetable is subject to change by GISD. (All listed times are Central Time)

Event	Date and Time
RFP Release Date	8/11/2023
Questions Due to Purchasing Department	8/16/2023
Answers to Questions Posted via Addendum	8/17/2023
Proposals Due	8/29/2023
Evaluation of Proposals	8/31/2023 – 9/5/2023
Potential Award	10/24/2023
Anticipated Project Start	10/25/2023
Anticipated Deployment	11/1/2023

**PROPOSAL 252-24
Cellular Data Services**

9. Proposal Evaluation Criteria

Proposals will be evaluated by an evaluation committee of GISD employees. The evaluation team will establish their independent evaluation results of proposals using the following scoring rubric:

	Parameters	Max Points
1	The purchase price Cellular Data Services Proposal	45
2	The reputation of the vendor and of the vendor's goods or services 10.1 Executive Summary 10.3 Company Profile and Qualifications	15
3	The quality of the vendor's goods or services 11.1.1 Provide all details of your unlimited cellular data plan	15
4	The extent to which the goods or services meet the district's needs 11.2 Customer Service Support 12. Cellular Data Enhancement 13. Exceptions to RFP and Conflicts of Interest	15
5	The vendor's past relationship with the district	5
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	VPAT	5
	Total Points	100

10. Cellular Data Services

10.1. Executive Summary (Tab 1)

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

10.1.1.1. The name, title, address, telephone number, and electronic mail address of the person authorized to bind the Bidder to the contract and who will receive all official notices concerning this RFP.

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- 10.1.1.2. The Bidder's understanding of the nature and scope of the services required
- 10.1.1.3. A brief demonstration of the capability to comply with all terms and conditions of this RFP
- 10.1.1.4. A statement of why the firm believes it is best qualified to perform the engagement.
- 10.1.1.5. Acknowledgement of all Addenda to this RFP
- 10.2. **Table of Contents (Tab 2)**
The Table of Contents and proposal MUST conform to the order and major headings of this RFP.
- 10.3. **Company Profile and Qualifications (Tab 3)**
 - 10.3.1. Bidder Business Information
 - 10.3.1.1. Company name, parent company name.
 - 10.3.1.2. Address, city, state, and zip code of business offices.
 - 10.3.1.3. Account executive name, title, phone, email, address, city, state and zip code.
 - 10.3.1.4. Primary project contact name, title, phone, email, address, city, state, and zip code.
 - 10.3.1.5. Federal Tax ID number.
 - 10.3.2. Bidder Business Description
 - 10.3.2.1. State the nature and scope of the business, including areas of expertise and specializations.
 - 10.3.2.2. Number of years the firm has been in business.
 - 10.3.2.3. State whether the organization pursues business on a national, regional, or local scale.
 - 10.3.2.4. Number of years the company been licensed to do business in the State of Texas.
 - 10.3.2.5. Number of employees
 - 10.3.2.6. Identify any claims during the past five (5) years and provide information on any pending litigation, lawsuits etc. Failure to provide accurate information may be determined to be a material breach of any future agreement or contract with GISD.
 - 10.3.3. References
 - 10.3.3.1. Submit three (3) references (see Appendix B - References). At least two (2) should be public school districts each having student enrollment in excess of 25,000 students. References will be verified and scored. Non-Responsive references will not receive points. Provide the following for each reference:
 - Client name
 - Contract term/period
 - Estimated Contract value
 - Client Number of employees
 - Name, title, phone, and email address of the contact person(s) directly involved and/or most familiar with the project

11. Services Requested (Tab 4)

- 11.1. **Overview of the Solution**

**PROPOSAL 252-24
Cellular Data Services**

11.1.1. Provide all details of your unlimited cellular data plan.

11.2. Customer Service Support

Provide your narrative of the proposed support and 7 x 24 x 365 customer service solution addressing SIM Card & data issues. Within the narrative, please describe how you will provide access to online and live body technical assistance, preferably second-tier support or better, within North America.

11.2.1. Provide details of customer representation and technical service representation, including a Project Manager(s). Service hours to include normal business hours (8:00 AM to 5:00 PM) during the 30-day transition of Solution 1 (student hotspots) and Solution 2 (transportation tablets) listed above. The customer representative and technical service representative will be on call and available for the first month of operation without additional cost to Garland ISD.

11.3. Proposed Service Team - Identify and describe all required team members, by role, as required to address the support and services.

Note: All onsite contractors are subject to fingerprint and background checks, per Senate Bill 9 requirements; no exceptions.

Name	Phone	Email	Role
			Point of Contact – Services
			Sales Manager – Sales

11.3.1. Provide resumes, qualifications, and/or certifications of the roles listed above. Resumes or overviews should demonstrate their experience and capabilities for contributing to all support and services.

11.4. District Closed Dates – The district is closed annually in recognition of certain events or seasons, so the awarded Bidder shall adjust and incorporate into the support and services plan when it is available. Annual calendars can be obtained on the GISD website. In general, the following events are observed:

[Length] ~Date/Month	Description
[1 week] ~4 th of July	Summer Break
[1 day] September	Labor Day
[1 week] October	Fall Break
[1 week] November	Thanksgiving Break
[~2 weeks] December / January	Winter Break
[1 day] January	Martin Luther King Jr. Day
[1 week] March	Spring Break
[1 day] May	Memorial Day

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12. Cellular Data Enhancement (Tab 5)

12.1. **Value-Added Products/Services**

Vendors are also encouraged to propose any value added products and/or services. For example, vendor can provide a Franklin T9 hotspot for every N number purchased.

12.2. **Catalog Price Discounts**

Provide pricing in the following table for additional products and services GISD may request during the contract:

Description	Price
Bid listed solution	\$
Catalog percent off discount	%

13. Exceptions to RFP and Conflicts of Interest (Tab 6)

13.1. **Note Exceptions**

Note any exceptions to the requirements and conditions where applicable. Indicate the specific section in this RFP to which the exception applies. If exceptions are NOT noted here, the Bidder assures the District of their full compliance with the Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

13.2. **Conflict of Interest**

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

14. Required Forms (Tab 7)

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

14.2. Provide a sample contract.

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APPENDIX A – PRICING SHEET

Each company will provide pricing based on the information found below which outlines current services and equipment in a broad sense. Bidders are also encouraged to provide multiple options and plans for each of the options requested that would present choices that are attractive to the District to optimize funds available. Services and equipment currently used and desired.

Item	QTY	Description	Price (each)	Extended Price
1	200	Student Unlimited Cellular Nano SIM Card Year 1: March 1, 2024 – February 28, 2025	\$	\$
2	100	Additional Student Unlimited Cellular Nano SIM Card Year 1: March 1, 2024 – February 28, 2025	\$	\$
3	200	Student Unlimited Cellular Nano SIM Card Year 2: March 1, 2025 – February 28, 2026	\$	\$
4	100	Additional Student Unlimited Cellular Nano SIM Card Year 2: March 1, 2025 – February 28, 2026	\$	\$
5	200	Student Unlimited Cellular Nano SIM Card Year 3: March 1, 2026 – February 28, 2027	\$	\$
6	100	Additional Student Unlimited Cellular Nano SIM Card Year 3: March 1, 2026 – February 28, 2027	\$	\$
7	200	Student Unlimited Cellular Nano SIM Card Year 4: March 1, 2027 – February 29, 2028	\$	\$
8	100	Additional Student Unlimited Cellular Nano SIM Card Year 4: March 1, 2027 – February 28, 2028	\$	\$
9	200	Student Unlimited Cellular Nano SIM Card Year 5: March 1, 2028 – February 28, 2029	\$	\$
10	100	Additional Student Unlimited Cellular Nano SIM Card Year 2: March 1, 2028 – February 28, 2029	\$	\$
GRAND TOTAL FOR ITEMS 1, 3, 5,7,9			\$	\$
11	310	Transportation Unlimited Cellular Nano SIM Card Year 1: November 1, 2023 – October 31, 2024	\$	\$
12	100	Additional Transportation Unlimited Cellular Nano SIM Card Year 1: November 1, 2023 – October 31, 2024	\$	\$
13	310	Transportation Unlimited Cellular Nano SIM Card Year 2: November 1, 2024 – October 31, 2025	\$	\$
14	100	Additional Transportation Unlimited Cellular Nano SIM Card Year 2: November 1, 2024 – October 31, 2025	\$	\$

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15	310	Transportation Unlimited Cellular Nano SIM Card Year 3: November 1, 2025 – October 31, 2026	\$	\$
16	100	Additional Transportation Unlimited Cellular Nano SIM Card Year 3: November 1, 2025 – October 31, 2026	\$	\$
17	310	Transportation Unlimited Cellular Nano SIM Card Year 4: November 1, 2026 – October 31, 2027	\$	\$
18	100	Additional Transportation Unlimited Cellular Nano SIM Card Year 4: November 1, 2026 – October 31, 2027	\$	\$
19	310	Transportation Unlimited Cellular Nano SIM Card Year 5: November 1, 2027 – October 31, 2028	\$	\$
20	100	Additional Transportation Unlimited Cellular Nano SIM Card Year 5: November 1, 2027 – October 31, 2028	\$	\$
GRAND TOTAL FOR ITEMS 11,13,15,17,19			\$	\$

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Cellular Data Services**

APPENDIX B – REFERENCES

Provide at least three (3) references for the most similar contracts, preferably K-12 education, higher education, or other governmental agencies, or related engagements that Bidder has completed within the past five (5) years, using the format shown below. The contact information provided should be an individual that was directly involved and/or most familiar with the Bidder's project. Non-Responsive references will not receive points.

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

Supplier Questionnaire

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

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

2. References:

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

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

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

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

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? Yes
No

For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org.

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

5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.

5.1. Will your company accept these credit card purchases? Yes No

5.2. Does your company utilize level 3 data card processing information? Yes No

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

Compliance Form

An authorized company representative must sign this form to indicate compliance with the 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 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) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Person-homicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

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
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