



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

REQUEST FOR PROPOSAL
ON WIDE AREA NETWORK EQUIPMENT AND SERVICES,
PROPOSAL #510-23-03

September 15, 2023

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. LOCAL TIME ON October 17, 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 Wide Area Network Equipment and Services to the Garland Independent School District (GISD) from December 12, 2023 (or date of award) through December 12, 2024 with the option to renew for five (5) additional one (1) year terms.

Federal funds will be utilized to procure this service and all submittals must conform to the procurement standards identified in CFR Part 200 §§200.317 through 200.327.

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: 50

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: Jessica Andrade, JAndrade@garlandisd.net at 972-487-3182

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 Executive Director of Purchasing and Assistant Director in the absence of Executive Director.

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 JAndrade@garlandisd.net no later than September 29, 2023 at 12:00 p.m.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by October 2, 2023 at 4:00 p.m. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) and all electronic notifications for addendums prior to submitting responses.

***Please continue to monitor our website for any updates past the addendum date.**

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. FELONY CONVICTIONS

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

1.2.9. ALTERNATE AWARDS

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

1.2.10. PRODUCT LITERATURE

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

1.2.11. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the 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. BUY AMERICA ACT

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Compliance Form.

2.1.13. FOREIGN TERRORIST ORGANIZATION LIST

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization List"). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

2.1.14. BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

2.1.15. PROHIBITED TRANSACTION

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

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 subawards 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. 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. 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 and GISD General Counsel 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 or GISD General Counsel 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.

4.29. 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 FAST Pass to arrange an appointment for employees to be fingerprinted. Employers may select the most convenient location to their zip code.

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

After fingerprinting is completed, email Angelina Anzaldua, Administrative Assistant to Director of Purchasing at aanzaldu@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.

END OF SECTION

PROPOSAL #510-23-03

WIDE AREA NETWORK EQUIPMENT AND SERVICES

1. Introduction

Garland Independent School District (GISD) is seeking an E-Rate Category 1 proposal for a district-wide Wide Area Network (WAN) equipment refresh.

The District has identified the following sites for the refresh:

- Seven (7) WAN Hub site facilities
- Up to eighty-five (85) WAN sites
 - Eight (8) High Schools
 - Twelve (12) Middle Schools
 - Forty-seven (47) Elementary Schools
 - Two (2) Pre-Kindergarten Schools
 - Up to sixteen (16) Non-Instructional Facilities (NIFs)

The District is requesting pricing for WAN and Uninterruptible Power Supply (UPS) equipment with associated accessories for ad-hoc purchases as needed through the life of the contract and award period. This proposal is considered an "**All or None**" RFP and will be evaluated as such. The contract award period for this RFP is **five (5) years**, renewable annually. The District reserves the right to reduce or increase product and/or installation services at any time during the contract period.

GISD seeks to purchase new equipment that integrates into the existing GISD infrastructure that meets or exceeds the specifications in this document. In collaboration with GISD NCI-Infrastructure staff, vendors are expected to provide the following:

- Equipment
- Network design and project management services for configuration and installation
- Coordination with GISD's managed services provider to hand off the proposed solution(s).

GISD reserves the right to award in the following manner:

- A single-vendor complete solution.
 - Note: Responses may be rejected as a result of no-bid items. Proposed WAN equipment shall be evaluated for compatibility and inclusion into the existing Cisco WAN solution.

E-Rate

Applicable Rules

The Federal Communications Commission (FCC) adopted rules on May 7, 1997, implementing section 254 of the Telecommunications Act of 1996 that provides telecommunication discounts for K-12 schools and public libraries. The rules were incorporated into the FCC's Universal Service Order (CC Docket No, 96-45). The Order ensures that all eligible schools and libraries have affordable access to modem telecommunication services, internal connections, and the Internet. This Universal

Service discount program is popularly known as the "E-rate" in the school and library communities. See <https://www.usac.org/e-rate/> for more information about the program.

Eligibility

It is anticipated that some goods or services obtained under this procurement may be eligible for the E-rate discounts, and the District intends to apply for such discounts. Under the program, providers receive the full amount they contract for, however payment for the eligible goods and services is split between the District and the Universal Service Fund (USF). Contractors who wish to respond to this RFP must:

- Apply for Service Provider Identification Number and provide it with the bid proposal. Call the Schools and Libraries Division at 888-203-8100 for additional information.
- Agree that the District's portion of the contract is subject to the availability of the discount to the District schools on a year-by-year basis.
- Agree to using BEAR method until receipt of USAC funding approval
- Agree to invoice the Schools and Libraries Corporation for the discount amount using the SLD-approved forms and procedures.
- Agree to invoice the District only for the after-discount amount.
- Agree to assist the District in resolving any administrative issues that arise from the USF program.
- Agree that the contract may be canceled, at the District's option, if the District does not receive the anticipated discounts.

Eligible Services List

The Contractor shall refer to the Eligible Services List (FCC Docket No. 96-45) at the Schools and Libraries' website at www.sl.universalservice.org. The Contractor is responsible for ensuring that all submissions are on the Eligible Services List, or if not, are so noted and priced separately.

Separate Invoices

Contractor invoices must separate ineligible USF services and equipment from eligible USF services and equipment. Start and completion dates are required with each invoice.

- **Invoicing Method #1**

Applicants file the [FCC Form 472](#) (Billed Entity Applicant Reimbursement (BEAR) Form) if they have paid you in full for the services and want to be reimbursed for the discount amount.

Applicants [file BEAR forms online](#) in the Schools and Libraries (E-Rate) program legacy system. Billed entities will receive payment directly to their bank account. In order to begin direct BEAR payments, the applicant must have completed an FCC Form 498 to [obtain an applicant 498 ID](#).

- **Invoicing Method #2**

You file the [FCC Form 474](#) (Service Provider Invoice (SPI) Form) if you have billed the applicant for the non-discount amount (the applicant's share of the cost) and want to be reimbursed for the discount amount.

USAC will review the SPI Form and disburse the payment to you if payment is approved.

The applicant is always [required to pay the non-discount portion](#) of the costs for the services.

2. Background

Garland Independent School District is the 15th largest school district in Texas. There are approximately 52,000 students in the District consisting of (currently) 47 Elementary Schools, 14 Middle Schools, 8 High Schools, 2 additional educational facilities, and 16 administrative facilities. The District encompasses an area of approximately 94 square miles. Garland Independent School District employs more than 7,500 employees.

The District owns a private fiber network connecting all facilities. The MAN/WAN architecture includes seven (7) hub site locations with two (2) Data Centers connected to a 100Gbps diverse fiber ring architecture. This architecture provides consolidated connectivity from each school facility for access to central network services and internet access. Each location is serviced via two 10Gbps connections over alternate paths, one of which utilizes Dense Wavelength-Division Multiplexing (DWDM) technology, to two different Hub Site locations. EIGRP is used from beginning-to-end connections.

3. Future Network and Project Overview

The GISD network design approach presented in this RFP has been architected to offer flexibility, growth, and cost-effectiveness by implementing the latest technology. **All equipment must be supplied with a minimum of five (5) years of warranty support.** Overall, GISD Information Technology is focused on improving the network service delivery for its customers. It is also anticipated that through leveraging the current network and a planned expanded network operations center (NOC), GISD will minimize operations and maintenance costs. The physical equipment and deployment architecture must provide for capacity increases through streamlined additions without the need for significant infrastructure changes. In addition, GISD anticipates reduced complexity and increased standardization to minimize service interruptions while expanding the network's total capacity.

To achieve this goal, GISD is seeking proposals for a complete turn-key project, including all aspects of the design, configuration, installation, and support for a robust District-wide WAN router implementation, HUB Site router and switch infrastructure equipment, and HUB Site UPS refresh including but not limited to:

1. Hub site WAN multi-port 10/100Gbit MAN/WAN switch/router in each hub site facility.
2. Campus WAN router to provide IDF connectivity with a minimum capability of 20Gbps (10Gbit x2 links) interconnect to the GISD-owned fiber-optic backbone. Capable of DNA Center.
3. 24-port 10G/mGig switch with modular uplink, capable of DNA Center management software
4. Installation to take place after school hours without disruption to the GISD network users.

5. Service Level monitoring platform with configuration of **FULL Netflow Support** and SLA solution for reporting to a network operations center.
6. Configuration and integration into Cisco DNAC, and Cisco Stealthwatch or equivalent, and SolarWinds Orion network monitoring solutions based on SNMP and RMON.
7. Provide services to integrate all new network equipment into existing Cisco ISE solution.
8. Provide services, as required, to integrate all new network equipment into existing Cisco FirePower solution and Stealthwatch (or equivalent).

3.1. Design Standards

The network upgrade proposed in this design is based on industry standards. This project's scope, as a complete refresh, provides the opportunity for evaluation of proposals from all qualified manufacturer products and solutions. The District is interested and encourages proposals for evaluation from all manufacturer solutions that are responsive to the requirements presented in this RFP. The District will consider evaluating alternative architecture and technologies, provided these alternatives meet all the performance goals, installation timeline, and requirements specified in this RFP.

3.2. Design Diagrams

The diagrams below represent a high-level overview of the WAN and campus LAN closet designs intended for a foundational level of understanding. The minimum requirements shown in this diagram are not inclusive of all requirements for the new GISD network. Please note this RFP is seeking only the WAN equipment solution. The District may elect to obtain additional campus switches beyond those depicted on the diagrams below.

3.2.1. MAN/WAN/LAN Design Overview

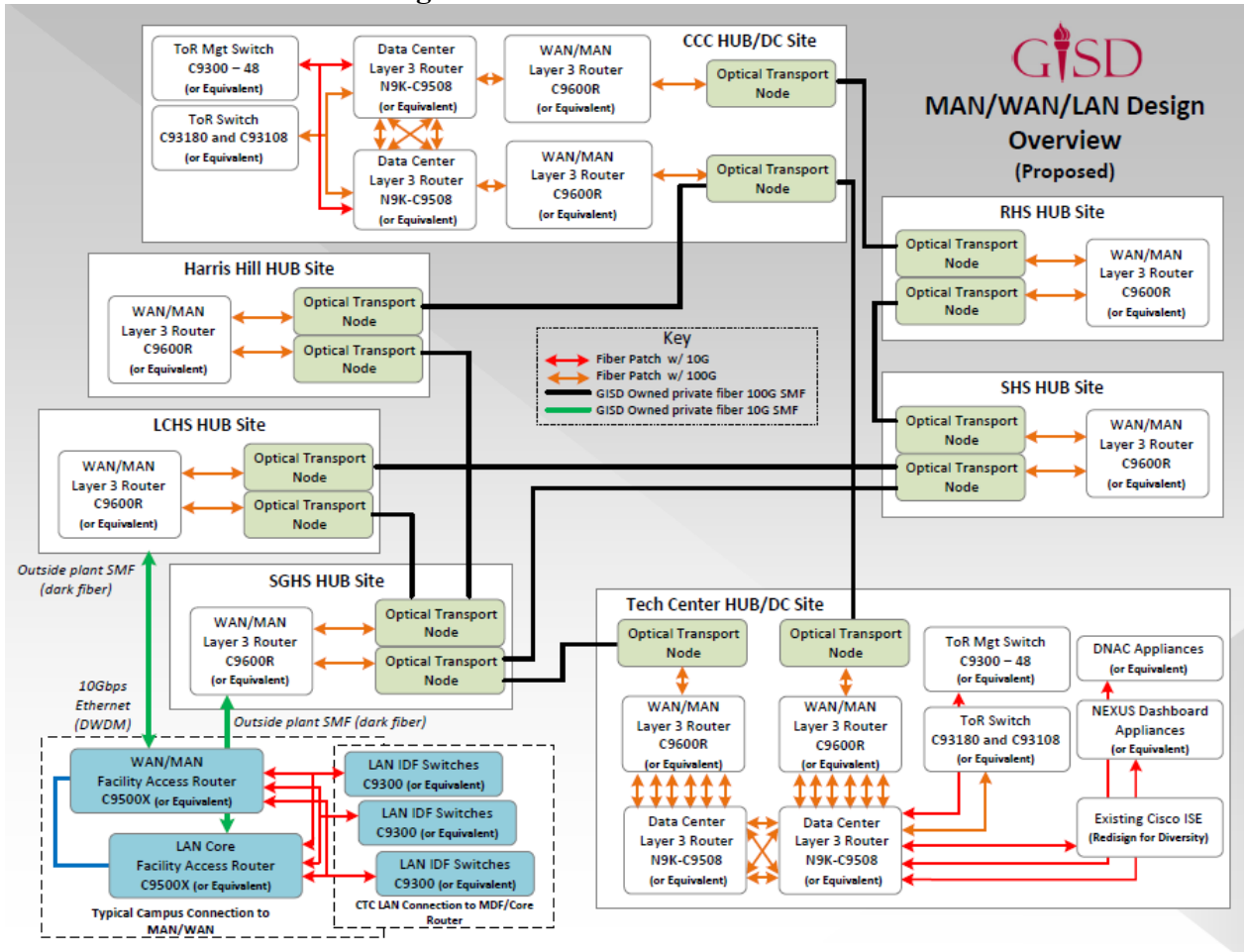


Figure 1: MAN/WAN/LAN Design Overview

3.2.2. LAN-MDF Design Overview

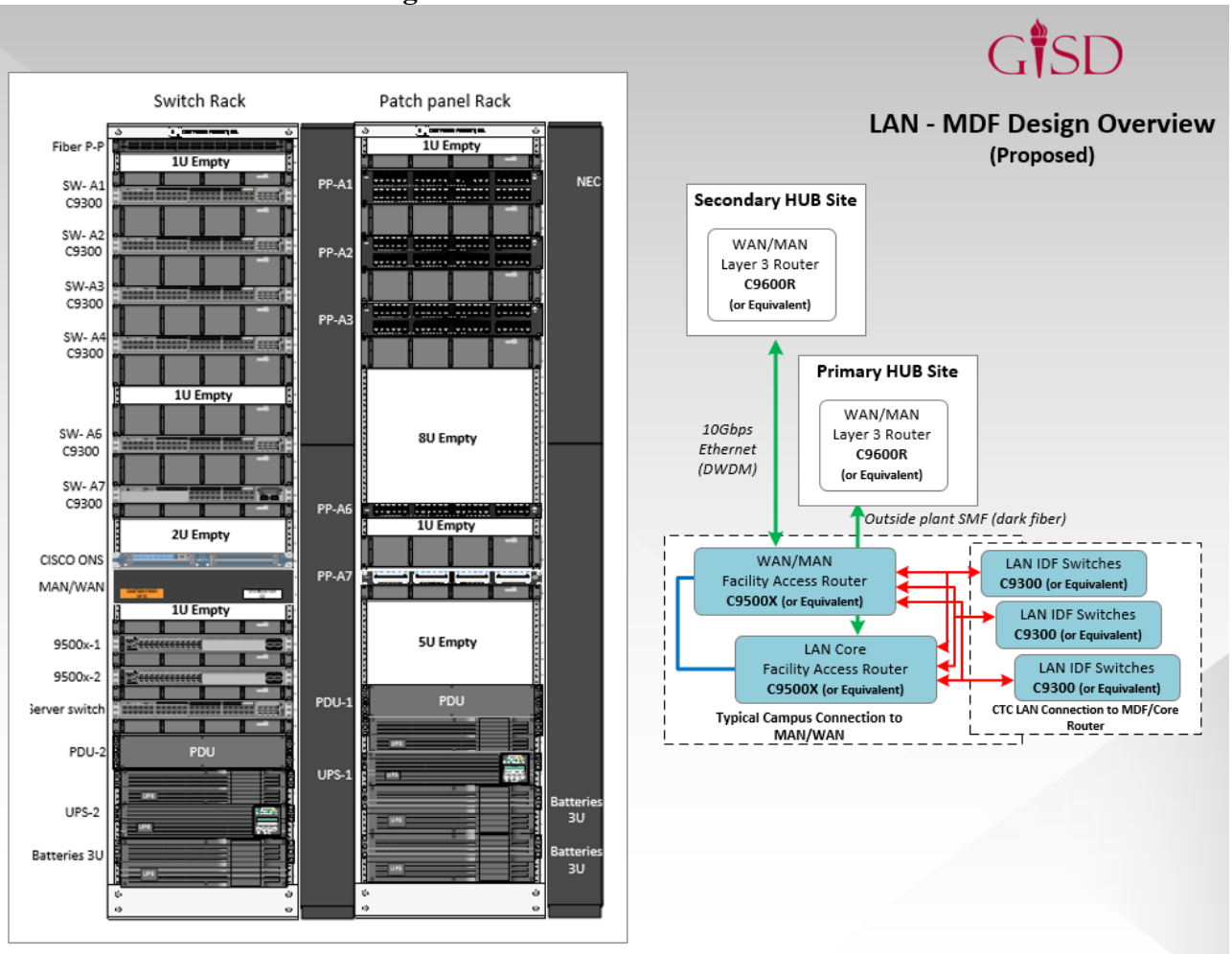


Figure 2: LAN-MDF Design Overview

4. Scope of Work

4.1. GISD plans to upgrade the WAN, and UPS equipment across the District. **New equipment must be installed prior to August 1, 2025.**

4.2. GISD is seeking proposals for a complete turn-key project, including all aspects of the design, configuration, installation, and support for the proposed WAN infrastructure.

4.3. WAN equipment removal

4.3.1. Awarded vendor will be expected to remove existing network equipment, fiber optic and copper ethernet patch cables, and unnecessary wire management.

4.3.2. Awarded vendor will be responsible for transporting the removed equipment to GISD Technology Warehouse located at 410 Stadium Drive.

4.4. WAN equipment installation

4.4.1. Awarded vendor will install all network equipment procured through this RFP, including new fiber optic and copper ethernet patch cables per the GISD patch cable color standard. The GISD Network Infrastructure team will provide documentation per campus, illustrating the desired equipment mounting locations for each Hub site, and campus MDF.

4.4.2. Awarded vendor will be responsible for transporting the new equipment to the site/campus location specified by GISD.

4.5. Uninterruptible Power Supplies (UPS) refresh

GISD plans to refresh the UPS equipment deployed at all WAN Hub sites across the District.

4.5.1. Awarded vendor will remove existing UPS equipment and return to the GISD Technology Warehouse. Where necessary, GISD facilities electricians will be requested to disconnect and reconnect hard-wired UPSs at the Hub sites.

4.5.2. Awarded vendor will be responsible for transporting the new UPS equipment to the site/campus location specified by GISD.

4.6. **Pre-Bid Meeting.** Proposing vendors are invited to attend a pre-bid meeting to discuss the following details (see the timetable for the meeting date and location):

4.6.1. Walk a campus and Data Center to understand facility details.

4.6.2. Address any questions vendors may have

4.7. **Project Plan.** Must provide a project plan(s) to address the installation of equipment.

4.8. **Project Management.** Coordinate with designated GISD Technology personnel throughout the entire procurement, delivery, installation, and post-installation cycle.

4.9. Return Policies.

4.9.1. Identify policies and processes for returning any items damaged in shipping with estimated turnaround times for replacement items.

4.9.2. Identify policies and processes for warranty return, repair, replacement, and/or advanced replacement (if offered).

4.10 Project Process for each Facility

4.10.1 All procured equipment shall be delivered to the GISD Technology Center Warehouse at 410 Stadium Drive, Garland, clearly marked with the GISD Purchase Order number.

4.10.2 Vendor shall configure and use manufacturer's recommended firmware on all equipment as specified by this RFP and as agreed upon by

written instructions from GISD. GISD will provide adequate physical space for equipment configuration at the GISD Technology Center.

4.10.3 During configuration, vendor shall assign each piece of equipment to a room at the designated location based on maps provided by GISD. Vendor will apply a GISD-supplied asset tag to applicable equipment.

4.10.4 For installation, vendor shall coordinate the pick-up of respective equipment from the GISD Technology Center Warehouse and delivery to the designated facility.

4.10.5 Vendor shall install respective equipment at the designated facility outside of instructional hours (for campuses) and business hours (for administrative buildings) and work with designated GISD personnel to avoid after-hour events at locations as much as possible:

Facility	Instructional/Business Hours
High Schools	7:30am – 2:50pm 7:15am – 2:40pm for Gilbreath-Reed CTC
Middle Schools	8:50am – 4:10pm
Elementary Schools	8:10am – 3:30pm
Administrative	8:00am – 4:30pm

4.10.8. Vendor shall return the legacy equipment, including UPS and battery packs, separated by facility, to the GISD Technology Center Warehouse the next business day with agreed-upon documentation.

4.10.9. Vendor shall transfer installed equipment into each room AND transfer legacy equipment back to GISD Technology Center Warehouse using GISD's asset management system.

4.10.10. Upon completion of each location, vendor shall provide complete as-built documentation (Visio or CAD) of each facility installation. Ensure the documentation submitted is sufficient to address potential E-Rate Audits.

5. WAN Equipment and UPS Requirements and Specifications

5.1. Procurement Statement(s) of Non-Preference

5.1.1. GISD intends to procure WAN, and UPS equipment in the size, quality, and parameters of the specifications detailed in this RFP that will integrate into the existing GISD environment. GISD invites and encourages all other qualified bidders to submit equivalent WAN, and UPS equipment solutions where possible. Product lines must be honored by the original equipment manufacturer. The primary purpose is to ensure no interested party is excluded or limited from the bidding/quoting process.

5.1.2. All bids/quotes submitted should be as closely sized, equipped, etc., to the desired specifications. Bidders may submit products for devices and services that exceed the minimum requirements specified in this RFP. Any exceptions to the specifications will be evaluated based on the best interest of GISD.

5.1.3. GISD is hereby requesting pricing and proposals to replace existing WAN, and UPS equipment, including related accessories. GISD will issue purchase orders after award, however *Nothing (equipment, software, licenses, invoices, etc) may arrive to GISD facilities or be emailed to GISD personnel prior to July 1, 2024.* Any failure to adhere to this

requirement that causes USAC to not approve reimbursement of funds will result in awarded vendor being held financially responsible.

5.1.4. GISD also reserves the right to purchase other required equipment, parts, and supplies sold by the awarded supplier that may not be listed herein for line item pricing but for which the supplier offers a discount off the list price provision of this contract.

5.1.5. Automatic hardware upgrade requirement. The unit price of the equipment specified will remain the same or improve throughout the bid award period. In the event any of the selected models are deemed end-of-life or discontinued by the manufacturer, the vendor and manufacturer will provide a substitute model that has equal or better performance specifications as the original model proposed through the term of the agreement.

5.2. Certifications and Technical Project Resource Requirements

5.2.1. Overview

5.2.1.1. The network as described in this RFP and the successful implementation and future maintenance and operations will depend on the capabilities, skills, and technical acumen of the resources assigned to the project. This proposal and certification requirement is based on Cisco as a reference, however this level of certification and expertise must be demonstrated in all cases by the proposer as equivalent.

5.2.2. Requirements

5.2.2.1. At the time of proposal and in order to be considered for award of contract, vendor shall be a current Gold Certified Partner (or equivalent), shall remain a Certified Gold Partner throughout the term of this contract and shall provide official and current Cisco Certified Gold Partner documentation with this RFP submission. Please note the Cisco Certified Gold Partner requirements listed herein are provided to communicate the district's minimal requirements for the GISD Cisco systems and related support needs. Information provided in this document shall not be construed to reflect the official all-inclusive Cisco Gold Partner certification requirements.

5.2.2.1.1. Cisco Gold Certified Partner Certification or Equivalent Certification

If proposing an alternate manufacturer equipment/solution, the proposer must include documentation attesting to the fact that the proposer is certified by manufacture at the highest level of certification and how this compares to the Cisco Gold Certified Partner status.

Vendors considered for award of this contract shall provide GISD with at least but not limited to Cisco Certified Internetwork Expert (CCIE) and Certified Cisco Network Professional (CCNP) (or equivalent) level support for various district projects as needed throughout the term of this contract, and purchased by the district in conjunction with your firm's proposed pricing submitted herein. Said support shall include but is not limited to Cisco system design, implementation, and configuration, integrated systems solutions, facilitating existing and new product

resolution, software upgrades, product warranty or non-warranty product replacements, assisting the district in daily system support efforts, complex troubleshooting, and future design functions as needed throughout the term of this contract.

Vendors considered for award of this contract shall submit with this RFP submission official certification documentation of your firm's current Gold Certification, and current certifications for each that will be designated to support the GISD in conjunction with this RFP-contract.

Please provide the following with your firm's response to this RFP:

5.2.2.1.2. Titled: Cisco Gold Certified Partner Certification (or equivalent)

5.2.2.1.3. Titled: CCIE Certification (or equivalent)

5.2.2.1.4. Titled: CCNP Certification (or equivalent)

The district reserves the right to request any and all of your firms certified specialization services and noncertified support services that may not be requested or listed herein. The district also reserves the right to request any and all of your firm's certification documentation for evaluation purposes and to confirm the credentials of the certified engineers designated to support the GISD during the term of this RFP-contract

5.2.2.1.5. Considerations

Cisco (Product must be this brand/model or equivalent) The use of the reference product brand name and exact details in describing any item, does not restrict bidders to that exact product or detail; rather, is used to describe the type and quality of item desired. In all cases the District will be the sole judge as to the acceptability and determination of comparability of other products proposed.

5.2.2.1.6. Using CCIE and CCNP

GISD is currently using CCIE engineering onsite services to design and assist with integrated systems solutions, while updating user experience to support the district's distinct requirements. GISD uses online support from the Cisco Technical Assistance Center to facilitate product resolution, software upgrades, and product warranty or non-warranty replacement. GISD also uses a CCNP to assist the district in daily support efforts, complex troubleshooting, and future design functions. Access to these resources is required and should be included in the proposal.

5.2.2.1.7. Cisco Gold Certified Partner

Cisco Gold Certified Partner, (or equivalent) is the highest certification level for partners within the Cisco Resale Partner Program. Gold Certification requires a partner to under-take the training and qualifications for every Cisco advanced specialization available today. Gold certification is a guarantee to the end user of Cisco products and services that their Gold Partner Provider has achieved a deep understanding of each and

every one of Cisco's advanced technologies. Gold Partners have access to world-class products and service programs, technical support, productivity tools, and training; and are prepared to deliver intelligent, integrated network solutions that meet end user technology needs. Gold Certified Partners provide value by having access to the most comprehensive sales, technical, and lifecycle services training and resources. Combining Cisco expertise with their own value-added services portfolio uniquely positions Gold Certified Partners to serve as trusted technology advisors.

The Gold Certified Partner also provides proven technical expertise by maintaining the multiple technology specializations required for Gold Certification. That also means a partner can integrate technologies to deliver the more sophisticated solutions for end user technology demands. Gold Certified Partners also provide focus on customer satisfaction. With access to the same online customer satisfaction evaluation tools Cisco uses to evaluate its own performance, Gold Partners can develop targeted plans to serve end user needs promptly.

Gold Certified Partners are required to provide a high standard of support that include at least, but are not limited to, the following items listed below (1 through 9):

- Valid Cisco resale agreement or indirect Channel Partner Agreement (ICPA) current at all times.
- Demonstration of at least one Cisco specialization technology.
- 24 Hour Customer Service.
- One (1) Hour Call Back Time.
- Required Escalation Process Plan, for all unresolved technical issues.
- Support Lab Equipment.
- Unified Communication Specialization Support required with Lab Equipment Usage.
- Required Pre-Sale Support.
- Required Post-Sale Support with at least but not limited to the following:
 - Technical Support Post Sale: 24 .hours a day, 7 days a week
 - Onsite Response Time: 4-hours
 - Call Center: required
 - Call Center Duty Manager: required
 - Computer Based Call Tracking: required
 - Call Alert System: automated

Gold Certified partners demonstrate to the end user a strong partnership with Cisco and their focus on the technology needs at the very highest level, as well as achieving the broadest range of expertise across

multiple technologies in all four advanced specialization requirements as listed below items (1 through 4), and providing the certified engineering staff to support the relevant roles of the four Advanced Specializations. The Cisco specialization items (5 through 11) listed below represent additional minimal requirements of this RFP-contract that are not necessarily associated with the Gold Certified Partner program. Employing four CCIEs can satisfy any/all of the Advanced Requirements and Specializations required for Gold Certified Partnership.

5.2.3. Cisco Gold Partner Advanced Specialization Requirements

5.2.3.1. Cisco Advanced Unified Communications Specialization

(or equivalent) recognizes partners for their knowledge and expertise in selling, designing, installing, and supporting comprehensive, integrated network voice solutions. The focus of the specialization is on developing sales, technical, and services capabilities that distinguish partners as being among the industry's elite in providing integrated, collaborative, adaptive solutions.

5.2.3.2. Cisco Advanced Routing and Switching Specialization (or

equivalent) recognizes partners for their knowledge and expertise in selling, designing, installing, and supporting comprehensive, integrated network solutions. This specialization enables them to address a wide range of customer needs, from enterprise-scale organizations to small and medium-sized business (SMB) customers. The focus of the specialization is on developing sales, technical, and services capabilities that distinguish partners as being among the industry's elite in providing integrated systems based on proven routing, switching, and security and communications solutions for unparalleled services performance, investment protection, and end user productivity.

5.2.3.3. Cisco Advanced Security Specialization (or equivalent)

recognizes partners for their knowledge and expertise in selling, designing, installing, and supporting comprehensive, integrated network security solutions. The focus of the specialization is on developing sales, technical, and services capabilities that distinguish partners as being among the industry's elite in providing integrated, collaborative, adaptive solutions.

5.2.3.4. The Advanced Data Center Networking Infrastructure

Specialization recognizes partners for their knowledge and expertise in selling, designing, installing, and supporting a comprehensive Data Center solution, including both infrastructure and applications. Cisco Advanced Wireless LAN Specialization (or equivalent) recognizes partners for their knowledge and expertise in building and maintaining unified wireless LAN solutions. Achieving this specialization will enable you to deliver the wireless solutions your customers need to increase employee productivity and responsiveness, and overcome obstacles to traditional wired connections. Achieving the Advanced Wireless LAN Specialization will enable you to

grow your business, address new markets, and add credibility with your customers.

5.3. Additional Cisco Partner Specialization minimum requirements

5.3.1. Cisco Advanced Data Center Storage Networking Specialization

(or equivalent) recognizes partners for their knowledge and expertise in selling, designing, installing, and managing comprehensive storage networking solutions. Partners can become specialized in this area regardless of whether they source MDS products from original storage manufacturers (OSM), solution technology integrators (STI), or directly from Cisco.

5.3.2. Cisco Express Unified Communications Specialization (or equivalent)

recognizes partners for their knowledge to integrate key technology solutions in the area of converged data/voice/video networking.

5.3.3. Cisco Master Security Specialization (or equivalent)

recognizes partners for proving themselves as having the most in-depth technology skills and customer success in selling, deploying, and providing services for more sophisticated, value-added Cisco security solutions. The Master Specialization designation for Security builds on the Advanced Security Specialization and is targeted at an elite group of partners providing greater opportunities for competitive differentiation, branding, and the highest Cisco VIP rebate.

5.3.4. Cisco Master Unified Communications Specialization (or equivalent)

recognizes partners for proving themselves as having the most in-depth technology skills and customer success in selling, deploying, and providing services for more sophisticated, value-added Cisco voice solutions. The Master Specialization designation for Unified Communications builds on the Advanced Unified Communications Specialization and is targeted at an elite group of partners providing greater opportunities for competitive differentiation, branding, and the highest Cisco VIP rebate.

5.3.5. Cisco IronPort Certification (or equivalent)

recognizes partners for having proved themselves in providing in depth knowledge of security & device administration skills to administer Cisco IronPort Internet Web-based security solutions.

5.3.6. Cisco Authorized Technology Provider (ATP) (or equivalent)

recognizes partners for proving themselves as having developed a program designed for global market opportunities for advanced and emerging technology solutions through qualified Cisco channel partners while ensuring high customer satisfaction. The ATP Program allows Cisco to define the core knowledge and skills required to deploy an advanced or emerging technology, while further defining and developing the market opportunity.

5.3.7. Cisco Advanced Data Center Networking Infrastructure Specialization (or equivalent)

recognizes partners for their knowledge and expertise in selling, designing, installing, and supporting a comprehensive Data Center solution, including both infrastructure and applications.

A Certified Internetwork Expert (CCIE)

Certified Internetwork Expert (CCIE) (or equivalent) is a Network Engineer holding an active certification that is recognized for their expert network engineering skills and mastery of Cisco products and

solutions. (CCIE) is the highest level of networking certification offered by Cisco and is accepted worldwide as the most prestigious networking certification in the industry. CCIE's provide an expert level of support capable of understanding and navigating the subtleties, intricacies, and challenges of end-to-end networking systems. The CCIE community has established a reputation of leading the networking industry in deep technical networking knowledge and being deployed into the most technically challenging network assignments. CCIE has set the standard for inter-networking expertise and has distinguished the top echelon of inter-networking experts worldwide. Today, CCIE certification holders represent less than 3% of all certified Cisco professionals and less than 1% of the networking professionals worldwide.

Cisco Certified Network Professional (CCNP)

Cisco Certified Network Professional (or equivalent) is a Network Engineer holding an active certification that is recognized for a professional ability to plan, implement, verify, and troubleshoot local and wide-area enterprise networks, and work collaboratively with specialists on advanced security, voice, wireless, and video solutions. CCNPs are generally networking professionals with at least one year of networking experience who has demonstrated competency to work independently on complex network solutions. Those who achieve CCNP have demonstrated the skills required in enterprise roles such as network technician, support engineer, systems engineer, or network engineer.

5.4. Network Equipment Minimum Requirements

5.4.1. GISD has identified industry specifications as requirements for any proposed solution for WAN equipment and related accessories to serve the District's needs best.

1. Provide Cisco Catalyst 9600 and Line Cards with C9600X-SUP-2 (or equivalent HUB Site Switch/Routers).
2. Provide a minimum of (1) 40-Port 1/10/25/50G,2x200G,2x400G line cards at each hub site router to support downstream circuits to individual campus sites, including any necessary QSFP/SFP+ modules.
3. The WAN equipment functionality must support enterprise routing capable AND connectivity to the GISD WAN/MAN with EIGRP. Include enterprise support for BGP/OSPF. This integration is the responsibility of the Proposer.
4. The WAN equipment must seamlessly integrate into Cisco's enterprise management suite.
5. Provide a minimum of 20Gbps connectivity (via two 10Gbps links) to each district campus and facility location.
6. Support industry standards:
 - 1) Ethernet: IEEE 802.3
 - 2) 10 Gigabit Ethernet: IEEE 802.3ae
 - 3) IEEE 802.1D Spanning Tree Protocol
 - 4) IEEE 802.1w Rapid Reconfiguration of Spanning Tree
 - 5) IEEE 802.1s Multiple VLAN Instances of Spanning Tree
 - 6) IEEE 802.3ad LACP

- 7) IEEE 802.1p CoS Prioritization
 - 8) IEEE 802.1Q VLAN
 - 9) IEEE 802.1X User Authentication
 - 10) IEEE 802.1x-Rev
 - 11) RMON I and II standards
 - 12) USGv6 and IPv6 Gold Logo certified
7. All equipment must be supplied with a minimum of **five (5) years of warranty support**, including
- a. Campus WAN: 8x5 next business day
 - b. Hub site: Onsite 4-hour response/replacement
8. Provide certification training program for four (4) GISD individuals equivalent to 430 Cisco Learning Credits.

5.4.2. For vendors proposing an equivalent solution, the burden of proof that their solution meets all of the required minimum specifications shall reside with the vendor. Proposers offering alternative products must provide GISD evaluators side-by-side documentation in table form, comparing the technical, features, and performance specifications for the following equipment with the proposed product/solution:

- CISCO CATALYST 9600R
- CISCO CATALYST 9500
- EATON 9PXM

Where the product does not meet the technical features, and performance specifications of the CISCO CATALYST, or EATON 9PXM product family, it must be highlighted and included in the Exceptions to RFP. Failure to provide side-by-side comparison will result in point deductions.

5.3 UPS Equipment, Maintenance & Battery Requirements and Specifications

5.3.1 GISD has identified industry specifications as requirements for any proposed solution for UPS equipment and related accessories to serve the District's needs best.

- Hub Site Locations: UPS equipment
 - 1) Provide a minimum of 25 minutes run-time (full load)
 - 2) Power Ratings: Similar to rating specified in the Bill of Materials
 - 3) Input voltage: 208V
 - 4) Input connection: Hardwired
 - 5) Hot-swappable batteries
 - 6) Remote manageable via Ethernet
 - 7) Rack Mountable: 2-post, 19 inch
- Hub Site Locations: Extended Battery Module equipment
 - 1) Must be from the same manufacturer of the proposed UPS solution
 - 2) Rack Mountable: 2-post, 19 inch
- Hub Site Locations: Maintenance Bypass Switch
 - 1) Must be from the same manufacturer of the proposed UPS solution
 - 2) Output connections: x6 (minimum) 5-20R, x3 (minimum) L6-30R
 - 3) Must isolate UPS from the connected load for maintenance without powering down equipment

- Hub Site MDF Locations: Local Metered Power Distribution Unit (PDU) equipment
 - 1) Input voltage: 208V
 - 2) Input connection: NEMA L6-30P
 - 3) Output connections: x8 (minimum) C13, x6 (minimum) C19
 - 4) Integrated web/network interface
 - 5) Rack Mountable: 2-post, 19 inch

5.3.2 Vendor to provide all labor, materials, and equipment necessary for system-wide maintenance for UPSs and Batteries for proposed systems for a period of five (5) years for UPS solutions.

6. Proposal Format

6.1. The Proposal shall be submitted via hard copy refer to 1.1.4.

6.2. 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	Over and Approach to Implementation
Tab 5	WAN and UPS Equipment Proposal
Tab 6	Exceptions to RFP and Conflicts of Interest
Tab 7	Required Forms

7. Timetable

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

Event	Date and Time
RFP Release Date	9/15/2023
Proposers' Conference/site visit North Garland HS (main entry steps) 2109 W. Buckingham Road Garland, TX 75042	9/27/2023 3:30PM
Questions Due to Purchasing Department	9/29/2023 12:00PM
Answers to Questions Posted via Addendum	10/2/2023 4:00PM
Proposals Due	10/17/2023 10:30AM
Evaluation of Proposals	10/20/2023 – 10/24/23
Potential Award	12/12/2023
Anticipated Project Start	12/14/2023 (Planning Engagement)
Anticipated Deployment	7/1/2024 – 8/1/2025

8. Proposal Evaluation Criteria

An evaluation committee of GISD employees will evaluate proposals. The evaluation team will establish their independent evaluation results of proposals using the following scoring rubric:

	Parameters	Max Points
1	The purchase price 9.5.8 Pricing	37
2	The reputation of the vendor and the vendor's goods or services 9.1 Executive Summary 9.3 Company Profile and Qualifications	10
3	The quality of the vendor's goods or services 9.5.2 Damaged/Defective Claims Process 9.5.3 Manufacturer Warranty Process 9.5.4 Cisco Gold Certification or Equivalent Certification 9.5.5 Equivalent Training/Certification	18
4	The extent to which the goods or services meet the District's needs 9.4 Overview and Approach to Implementation 9.4.5 Detailed Project Plan 9.5.1 Authorized Reseller/Distributor List 9.5.6 Minimum Specifications Requirement 9.5.7 Shipment and Delivery Schedule 9.5.8 Value Added Products/Services 9.5.10 Catalog Price Discounts 10 Exceptions to RFP and Conflicts of Interest	27
5	The vendor's past relationship with the District or a district similar in size	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	VPAT (Refer to 3.26. UNIFORM INFORMATION AND COMMUNICATION TECHNOLOGIES ACCESSIBILITY)	5
	Total Points	100

9. WAN and UPS equipment and Installation Services Proposal

9.1. Executive Summary (Tab 1)

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

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

9.1.1.2. The Proposer's understanding of the nature and scope of the services required

9.1.1.3. A brief demonstration of the capability to comply with all terms and conditions of this RFP

9.1.1.4. A statement of why the firm believes it is best qualified to perform the engagement.

9.1.1.5. Acknowledgment of all Addenda to this RFP

9.2. Table of Contents (Tab 2)

The Table of Contents and proposal MUST conform to the order and major headings of this RFP.

9.3. Company Profile and Qualifications (Tab 3)

9.3.1. Proposer Business Information

9.3.1.1. Company name, parent company name.

9.3.1.2. Address, city, state, and zip code of business offices.

9.3.1.3. Account executive name, title, phone, email, address, city, state, and zip code.

9.3.1.4. Primary project contact name, title, phone, email, address, city, state, and zip code.

9.3.1.5. Federal Tax ID number.

9.3.1.6. Include a copy of Dun & Bradstreet's Comprehensive Report on the company issued within the last 12 months.

9.3.2. Proposer Business Description

9.3.2.1. State the nature and scope of the business, including areas of expertise and specializations.

9.3.2.2. Number of years the firm has been in business.

9.3.2.3. State whether the organization pursues national, regional, or local business.

9.3.2.4. Number of years the company has been licensed to do business in the State of Texas.

9.3.2.5. Number of employees

9.3.2.6. 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.

9.3.3. Experience and Other Qualifications

9.3.3.1. Describe your firm's experience with this project, as identified in the Scope of Work. Specifically, the firm's previous experience with large-scale laptop deployment/implementation projects.

9.3.3.2. Provide two (2) similar implementations in the past five (5) years

9.3.4. References

Submit references (see Appendix B - References) for at least three (3) of the most similar contracts, preferably K-12 education, higher education, or other governmental agencies, or related engagements that have been completed within the past five (5) years. 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
- A brief description of the project, including the type of hardware and total units deployed

9.4. Overview and Approach to Implementation (Tab 4)

9.4.1. Overview of the Solution

Provide your narrative of the proposed solution, as outlined in the Scope of Work. Clearly state your understanding of the project details presented by this RFP.

9.4.2. Examination and Acceptance of Existing Conditions

9.4.2.1. Examination - The vendor shall examine facilities and RFP documents to the extent necessary to plan for efficient installation strategies prior to the delivery of materials to the site or commencement of work. Failure to make the examination shall not result in any Change Order requests or additional costs. Please acknowledge this requirement.

9.4.2.2. Acceptance - The commencement of work by the vendor shall indicate acceptance of existing conditions unless a written notice of exceptions has been provided to GISD prior to commencement. Please acknowledge this requirement.

9.4.3. Logistics

9.4.3.1. Describe your approach to ensuring deliveries of new equipment are made to the GISD Technology Center Warehouse by complete Purchase Orders.

9.4.3.2. Describe your approach for the configuration of equipment at the GISD Technology Center and how you plan to ensure all equipment is functioning correctly, appropriately tagged and documented, and all equipment needs are covered for each facility before delivering back to Warehouse.

9.4.3.3. Describe your approach for implementation at each facility and proposed schedules to ensure work is performed during non-instructional/non-business/non-event hours. Include your strategy for completing the facility in the same session before the next business/school day.

9.4.3.4. Describe your approach for providing support the following business/school day after installation.

9.4.3.5. Describe your approach to properly document and return removed equipment, by location, to the GISD Technology Center Warehouse the next business day.

9.4.4. Proposed Project Team

9.4.4.1. Describe your approach to staffing this project. Due to the implementation plan of this project, a large contingency of manpower may be required for limited or ongoing durations. Provide a description of manpower/resource availability and how this requirement will be met.

9.4.4.2. Identify and describe all required project team members, by role, as required to address the Scope of Work. GISD must be provided with a hardware account sales manager and an installation project manager. Note: The vendor shall appoint a Project Manager who will be the main point of contact regarding the project for GISD. If the vendor seeks to change the Project Manager during the course of the project, such a

change is subject to prior written approval from the GISD. All onsite contractors are subject to fingerprint and background checks, per Senate Bill 9 requirements, with no exceptions.

Name	Phone	Email	Role
			Project Manager – Services
			Project Manager – Sales

9.4.4.3. Provide resumes, qualifications, and/or certifications of the project manager, installation team lead(s) and/or any team members that will have a direct role in the delivery and supervision of this project. Resumes or over-views should demonstrate their experience and capabilities for contributing to a successful implementation.

9.4.5. Detailed Project Plan

9.4.5.1. Provide a detailed project plan for all services to meet GISD's Scope of Work. The respondent must provide its proposed project work plans, preferably in Microsoft Project (or similar). The awarded vendor will be responsible for developing and maintaining a detailed work breakdown structure that includes but is not limited to identifying and defining all project phases, stages, and tasks. The respective start dates, duration of tasks, dependencies of tasks, critical path, milestones, deliverable due dates, and responsible resources should also be included.

9.4.5.2. District Closed Dates – The District is closed annually to recognize certain events or seasons. The district calendar for the implementation year (2023-2024) has not been finalized, so the awarded Proposer shall adjust and incorporate it into the project plan when available. 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

9.4.6. Project Plan Management Approach

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

9.4.7. Risk Management Approach

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

9.4.7.2. Describe the proposed approach to ensuring that instructional classrooms are not without functional wireless coverage due to removal or equipment problems cutover. I.E., what is the approach to mitigating classroom and instructional downtime during the project?

9.4.8. Change Management Approach

Describe the proposed approach to change management. At a minimum, the Proposer must describe the change request process for out-of-scope activities.

9.4.9. Issue Management Approach

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

9.5. WAN and UPS equipment Proposal (Tab 5)

9.5.1. Authorized Reseller/Distributor Letter

Proposing vendors shall be an authorized reseller/distributor of (all) proposed products, authorized to process returns and warranty claims, and specifically authorized and able to identify order tracking and repair procedures with available online related services. Vendor must be an authorized reseller and provide evidence thereof, with an authorized reseller letter from the manufacturer.

9.5.2. Damaged/Defective Claims Process

Vendor should outline and provide the process for order tracking, steps for defective returns within 45 days of arrival, and claims processes, e.g., for defective items or items damaged during shipping.

9.5.3. Manufacturer Warranty and Support Process

Vendor should outline the manufacturer's warranty process. Process should include but not necessarily be limited to:

- Drop shipped advanced replacements of equipment
- Access to online and live body technical assistance, preferably 2nd tier support or better, within North America
- Document your response time once a request is entered (i.e., how long until parts are shipped, etc.)

Outline the manufacturer warranty process for each of the following products and accessories:

- Cisco equipment (or equivalent)
- Eaton equipment (or equivalent)

9.5.4. CISCO Gold Certified Partner Certification or Equivalent Certification

Vendors considered for award of this contract shall provide CISCO Gold Certified partner Certification or Equivalent Certification to GISD. If Equivalent, Vendor should provide side by side comparison/details for certificate.

9.5.5. Equivalent Training/Certification

Garland ISD is currently trained in Cisco solutions. If proposing an equivalent, provide the process for establishing a certification program in the proposed equivalent product(s), including the yearly fee and any associated cost for the program, along with a process for training GISD Network Infrastructure Engineers. Please provide an estimated number of hours, on average, to study and complete certification or recommended training for an individual engineer. Scoring may reflect the required additional hours for engineer training and certification.

9.5.6. Minimum Specifications Requirement

If proposing an equivalent solution, please respond to each listed minimum specification in a similar tabular format. For all "Yes" responses, please provide the specific equivalent equipment part number and description that satisfies the requirement and directions to the specific page/paragraph in either (a) a provided URL from the manufacturer's website or (b) any brochures from the manufacturer that satisfies the requirement. Vendor shall include in this section a copy of any referenced brochure material.

	Product	Description/Specification	Meets Minimum?
1	WAN Equipment	Integrates with Cisco ISE solution	Yes or No
2	WAN Equipment	Integrates with Cisco DNAC solution	Yes or No
3	WAN Equipment	Integrates with Cisco CDP support	Yes or No
4	WAN Equipment	Integrates with Cisco Firepower cybersecurity platform (Stealthwatch)	Yes or No
5	WAN Equipment	Full NETFLOW support	Yes or No

9.5.7. Shipment and Delivery Schedule

Due to limited warehouse space, GISD requires a vendor that can plan according to the project deployment timeline. Vendor should provide their approach to working with GISD on managing the timeframe for shipment and delivery of all products and accessories.

9.5.8. Value-Added Products/Services

Vendors are encouraged to propose any value-added products and/or services. For example, the vendor can provide 1 unit for every xx number purchased, or the vendor can provide technician availability for warranty repairs/replacements, etc.

9.5.9. Response to WAN and UPS Equipment Specifications

Vendors must complete and submit all RFP pricing sheets that are provided electronically. Submission of pricing sheets must be in an approved electronic format. While the pricing sheets contain automated formulas, the vendor must ensure that all calculations accurately reflect their proposed pricing. Any questions or requests for the pricing sheets should be directed to the provided contact in the Purchasing Department. Submission of this section in the response should include the following table to provide the overall price, with the appropriate row price completed:

Description	Price
Bid listed solution	\$
Bid equivalent solution	\$

9.5.10. Catalog Price Discounts

9.5.10.1. The GISD may require additional supplies/equipment. Please identify the discount offered below for these parts/equipment available through your firm (if awarded). Note: Vendors proposing actual pricing and discounts not available shall propose a 0% discount. A blank space may be considered non-responsive.

Amount	Percent (%) Discount Off List Price
\$0 - \$25,000	
\$25,001 - \$50,000	
\$50,001 - \$100,000	
\$100,001 - \$150,000	
\$150,001 - \$250,000	
\$250,001+	

9.5.10.2. Indicate your firm's percent (%) discount off the list price for any/all other products not listed in the equipment specification

9.5.10.3. Indicate your tier-based discounts:

9.5.10.4. Use this section to indicate/propose any other discount scenarios your firm is offering.

9.5.10.5. Use this section to indicate any/all other information and/or fees that may not be addressed in this RFP.

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

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

10.2. Conflict of Interest – Address the potential, if any, for conflict of interest. Comply with federal, state, and local laws, statutes, and regulations, particularly those addressing conflict of interest.

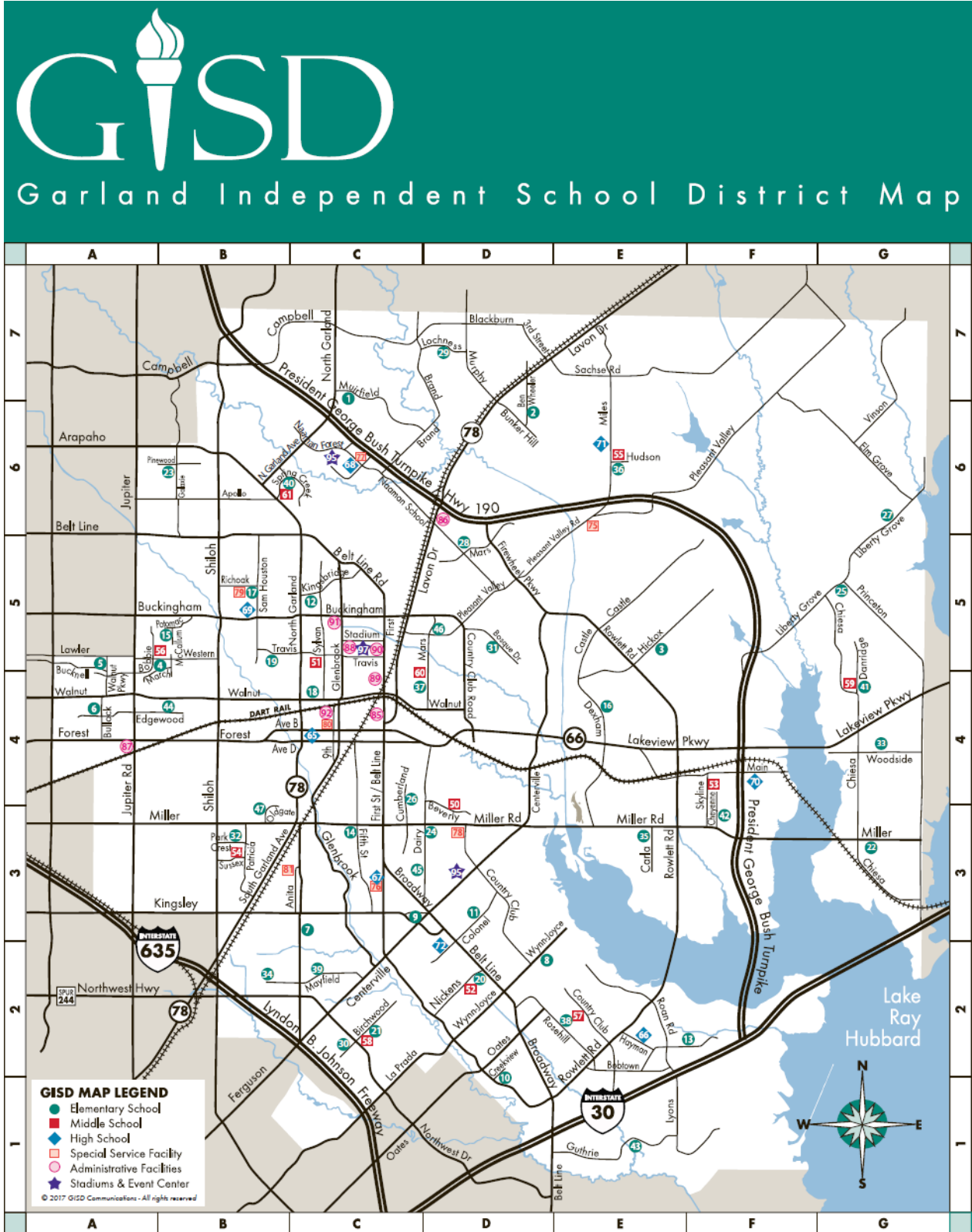
11. Required Forms (Tab 7)

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

11.2. Provide a Statement of Work (SOW) for the project in a MS Word format.

END OF SECTION

**APPENDIX A – DISTRICT MAP AND FACILITY LISTING
PROPOSAL #510-23-03
WIDE AREA NETWORK EQUIPMENT AND SERVICES**



ELEMENTARY SCHOOLS

- 1 **Abbett Elementary School**
730 W. Muirfield Road, Garland 75044
(972) 675-3000 C-7
- 2 **Armstrong Elementary School**
4750 Ben Davis Road, Sachse 75048
(972) 414-7480 D-6
- 3 **Back Elementary School**
7300 Bluebonnet Drive, Rowlett 75089
(972) 475-1884 E-5
- 4 **Beaver Technology Center for Math & Science**
3232 March Lane, Garland 75042
(972) 494-8301 B-5
- 5 **Bradfield Elementary School**
3817 Bucknell Drive, Garland 75042
(972) 494-8303 A-5
- 6 **Bullock Elementary School**
3909 Edgewood Drive, Garland 75042
(972) 494-8308 A-4
- 7 **Caldwell Elementary School**
3400 Saturn Road, Garland 75041
(972) 494-2500 C-3
- 8 **Carver Elementary School**
2200 Wynn Joyce Road, Garland, 75043
(972) 487-4415 D-2
- 9 **Centerville Elementary School**
600 Keen Road, Garland 75041
(972) 926-2510 C-3
- 10 **Classical Center at Vial Elementary School**
126 Creekview Drive, Garland 75043
(972) 240-3710 D-1
- 11 **Club Hill Elementary School**
1330 Colonel Drive, Garland 75043
(972) 926-2520 D-3
- 12 **Cooper Elementary School**
1200 Kingsbridge Drive, Garland 75040
(972) 675-3010 C-5
- 13 **Couch Elementary School**
4349 Waterhouse Boulevard, Garland 75043
(972) 240-1801 F-2
- 14 **Daugherty Elementary School**
500 W. Miller Road, Garland 75041
(972) 926-2530 C-3
- 15 **Davis Elementary School**
1621 McCallum Drive, Garland 75042
(972) 494-8205 B-5
- 16 **Dorsey Elementary School**
6200 Dexam Road, Rowlett 75089
(972) 463-5595 E-4
- 17 **Ethridge Elementary School**
2301 Sam Houston Drive, Garland 75044
(972) 675-3020 B-5
- 18 **Freeman Elementary School**
1220 Walnut Street, Garland 75040
(972) 494-8371 C-4
- 19 **Golden Meadows Elementary School**
1726 Travis Street, Garland 75042
(972) 494-8373 B-5
- 20 **Handley Elementary School**
3725 Broadway Boulevard, Garland 75043
(972) 926-2540 D-2
- 21 **Heather Glen Elementary School**
5119 Heather Glen Drive, Garland 75043
(972) 270-2881 C-2
- 22 **Herfurth Elementary School**
7500 Miller Road, Rowlett 75088
(972) 475-7994 G-3
- 23 **Hickman Elementary School**
3114 Pinewood Drive, Garland 75044
(972) 675-3150 B-6

SPECIAL SERVICE FACILITIES

- 75 **Agriculture Training Center**
2210 Pleasant Valley Road, Sachse 75048
no phone E-6
- 76 **Cisneros Prekindergarten School**
2826 Fifth Street, Garland 75041
(972) 271-7160 C-3
- 77 **Gilbreath-Reed Career and Technical Center**
4885 N. President George Bush Highway
Garland 75040
(972) 487-4588 C-6

- 24 **Hillside Academy for Excellence**
2014 Dairy Road, Garland 75041
(972) 926-2550 D-3
- 25 **Keeley Elementary School**
8700 Liberty Grove Road, Rowlett 75089
(972) 412-2140 G-5
- 26 **Kimberlin Academy for Excellence**
1520 Cumberland Drive, Garland 75040
(972) 926-2560 C-4
- 27 **Liberty Grove Elementary School**
10201 Liberty Grove Road, Rowlett 75089
(972) 487-4416 G-6
- 28 **Lister Elementary School**
3131 Mars Drive, Garland 75040
(972) 675-3030 D-5
- 29 **Luna Elementary School**
1050 Lochness Lane, Garland 75044
(972) 675-3040 D-7
- 30 **Montclair Elementary School**
5200 Broadmoor Drive, Garland 75043
(972) 279-4041 C-2
- 31 **Northlake Elementary School**
1626 Bosque Drive, Garland 75040
(972) 494-8359 D-5
- 32 **Park Crest Elementary School**
2232 Parkcrest Drive, Garland 75041
(972) 926-2571 B-3
- 33 **Pearson Elementary School**
5201 Nita Pearson Drive, Rowlett 75088
(972) 463-7568 G-4
- 34 **Roach Elementary School**
1811 Mayfield Avenue, Garland 75041
(972) 926-2580 B-2
- 35 **Rowlett Elementary School**
3315 Carla Road, Rowlett 75088
(972) 475-3380 E-3
- 36 **Sewell Elementary School**
4400 Hudson Drive, Sachse 75048
(972) 675-3050 E-6
- 37 **Shorehaven Elementary School**
600 Shorehaven Drive, Garland 75040
(972) 494-8346 C-4
- 38 **Shugart Elementary School**
4726 Rosehill Road, Garland 75043
(972) 240-3700 E-2
- 39 **Southgate Elementary School**
1115 Mayfield Avenue, Garland 75041
(972) 926-2590 C-2
- 40 **Spring Creek Elementary School**
1510 Spring Creek Drive, Garland 75040
(972) 675-3060 B-6
- 41 **Steadham Elementary School**
6200 Danridge Road, Rowlett 75089
(972) 463-5887 G-4
- 42 **Stephens Elementary School**
3700 Cheyenne Drive, Rowlett 75088
(972) 463-5790 F-3
- 43 **Toler Elementary School**
3520 Guthrie Road, Garland 75043
(972) 226-3922 E-1
- 44 **Walnut Glen Academy for Excellence**
3101 Edgewood Drive, Garland 75042
(972) 494-8330 B-4
- 45 **Watson Technology Center for Math & Science**
2601 Dairy Road, Garland 75041
(972) 926-2600 C-3
- 46 **Weaver Elementary School**
805 Pleasant Valley Road, Garland 75040
(972) 494-8311 D-5
- 47 **Williams Elementary School**
1821 Old Gate Lane, Garland 75042
(972) 926-2610 B-3

- 78 **GISD Alternative Education Center**
2015 Country Club Drive, Garland 75041
(972) 926-2691 D-3
- 79 **Parsons Prekindergarten School**
2202 Ricoak Drive, Garland 75044
(972) 675-8065 B-5
- 80 **Pathfinder Achievement Center**
221 S. Ninth Street, Garland 75040
(972) 494-8520 C-4
- 81 **Warren School**
2625 Anita Drive, Garland 75041
• New Horizons
• Warren Center
(972) 926-2671 C-3

MIDDLE SCHOOLS

- 50 **Austin Academy for Excellence**
1125 Beverly Drive, Garland 75040
(972) 926-2620 D-4
- 51 **Bussey Middle School**
1204 Travis Street, Garland 75040
(972) 494-8391 C-5
- 52 **Classical Center at Brandenburg Middle School**
626 Nickens Road, Garland 75043
(972) 926-2630 D-2
- 53 **Coyle Middle School**
4500 Skyline Drive, Rowlett 75088
(972) 475-3711 F-4
- 54 **Houston Middle School**
2232 Sussex Drive, Garland 75041
(972) 926-2640 B-3
- 55 **Hudson Middle School**
4405 Hudson Drive, Sachse 75048
(972) 675-3070 E-6
- 56 **Jackson Technology Center for Math & Science**
1310 Bobbie Lane, Garland 75042
(972) 494-8362 B-5
- 57 **Lyles Middle School**
4655 S. Country Club Road, Garland 75043
(972) 240-3720 E-2
- 58 **O'Banion Middle School**
700 Birchwood Drive, Garland 75043
(972) 279-6103 C-2
- 59 **Schrade Middle School**
6201 Danridge Road, Rowlett 75089
(972) 463-8790 G-4
- 60 **Sellers Middle School**
1009 Mars Drive, Garland 75040
(972) 494-8337 C-4
- 61 **Webb Middle School**
1610 Spring Creek Drive, Garland 75040
(972) 675-3080 B-6

ADMINISTRATIVE FACILITIES

- 85 **GISD Bond Office**
409 N. First Street, Garland 75040
(972) 487-6859 C-4
- 86 **GISD Employee Clinic**
3121 N. President George Bush Highway,
Suite B3, Garland 75040
(972) 487-4567
- 87 **Harris Hill Administration Building**
501 S. Jupiter Road, Garland 75042
• Superintendent
• Business Operations
• Career & Technical Education
• Communications & Public Relations
• Curriculum, Instruction & Assessment
• English Language Learners
• General Counsel
• GISD Education Foundation
• Guidance & Counseling
• Human Resources
• ORACLE Technology
• Payroll & Benefits
• Purchasing
• Research, Assessment & Accountability
• Special Education
• Special Programs
• Visual & Performing Arts
(972) 494-8201 A-4
- 88 **Manuel & Maria Valle Student Services Center**
720 Stadium Drive, Garland 75040
• Student Services Department
- Attendance
- GRS Giving Room
- Enrollment Center
- Translation Services
• Title III Clinic
(972) 494-8255 C-5
- 88 **Valle Student Services Annex**
• Internal Audit
(972) 487-4651 C-5

HIGH SCHOOLS

- 65 **Garland High School**
310 S. Garland Avenue, Garland 75040
(972) 494-8492 C-4
- 66 **Lakeview Centennial High School**
3505 Hayman Drive, Garland 75043
(972) 240-3740 E-2
- 67 **Memorial Pathway Academy**
2825 S. First Street, Garland 75040
(972) 926-2650 C-3
- 68 **Naaman Forest High School**
4843 Naaman Forest Boulevard, Garland 75040
(972) 675-3091 C-6
- 69 **North Garland High School**
2109 Buckingham Road, Garland 75042
(972) 675-3120 B-5
- 70 **Rowlett High School**
4700 President George Bush Highway,
Rowlett 75088
(972) 463-8690 F-4
- 71 **Sachse High School**
3901 Miles Road, Sachse 75048
(972) 414-7450 E-6
- 72 **South Garland High School**
600 Colonel Drive, Garland 75043
(972) 926-2700 D-2

STADIUMS & EVENT CENTER

- 95 **Curtis Culwell Center**
4999 Naaman Forest Boulevard,
Garland 75040
(972) 487-4700 C-6
- 96 **Homer B. Johnson Stadium**
1029 Centerville Road, Garland 75041
D-3
- 97 **Williams Stadium**
510 Stadium Drive, Garland 75040
C-5
- 89 **Marvin Padgett Auxiliary Services Center**
701 N. First Street, Garland 75040
• Geographic Information Systems (GIS)
• Maintenance
• School Facilities
• Security & Telecommunications
• Student Nutrition Services
• Warehouse
(972) 494-8201 C-4
- 90 **Marvin D. Roden Technology Center**
North end of building:
410 Stadium Drive, Garland 75040
• Technology
(972) 494-8152 C-5
South end of building:
414 Stadium Drive, Garland 75040
• Printing Services
• Risk Management
(972) 494-8201 C-5
East end of building:
326 Stadium Drive, Garland 75040
• Transportation
(972) 494-8530 C-5
- 91 **Jill Shugart Professional Development Center**
870 W. Buckingham, Garland 75040
• Athletics
• Family & Community Engagement
• Instructional Resource Center (IRC)
• Organizational Learning
(972) 487-4450 C-5
- 92 **Tax Office**
901 W. State Street, Garland 75040
(972) 494-8570 C-4
D-6

NOTE:
The number on the left corresponds to the building location symbols.
Grid coordinates are to the right of the phone number.

**APPENDIX B – REFERENCES
PROPOSAL #510-23-03
WIDE AREA NETWORK EQUIPMENT AND SERVICES**

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 Proposer has completed within the past five (5) years, using the format shown below. The contact information should be an individual directly involved and/or most familiar with the Proposer'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 (incl. type of H/W & total units deployed)			
2	Client/Company Information		Contact Information	
	Client Name		Name	
	Contract Term/Period		Title	
	Est. Contract Value		Phone	
	Number of Employees		Email	
	Brief Project Description (incl. type of H/W & total units deployed)			
3	Client/Company Information		Contact Information	
	Client Name		Name	
	Contract Term/Period		Title	
	Est. Contract Value		Phone	
	Number of Employees		Email	
	Brief Project Description (incl. type of H/W & total units deployed)			

**GARLAND INDEPENDENT SCHOOL DISTRICT
WIDE AREA NETWORK EQUIPMENT AND SERVICES
PROPOSAL #510-23-03**

Pricing Sheets can be accessed below:

Upon opening the below link to the BoM shared folder, download the file in its original Excel format, and enter your data. Please submit your completed BoMs to Purchasing via flash drive along with your hard copy proposal response.

<https://drive.google.com/drive/folders/1yOnzLrh0FEpIZBKBLoa7kqUELIODuOXd?usp=sharing>

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. 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

- 3. 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. Yes
Should these governmental entities decide to participate in this contract, would you, No
(the proposer) agree that all terms, conditions, specifications, and pricing would apply?

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. Yes
No

Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply?
For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org .

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.

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

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

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

- 5. Proposer’s principal place of business (or main corporate office) is located in _____ (state).

5.1. Proposer’s principal place of business is located within the boundaries of the Garland Independent School District? Yes No

5.2. Does your firm employ at least 500 persons in the state of Texas? Yes No

- 6. 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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