

NOTICE REGARDING SUBMISSION OF RESPONSE TO THIS RFP

The district recommends you either hand deliver the RFP response to the address in the RFP document or have it delivered by a courier type service such as FedEx or UPS, etc. with a recipient's signature and documented time of delivery.

The US Postal service mail goes to a central location to be processed before delivery to the departments and the response is not considered received until it comes to the following physical address.

**Ganado ISD
Administration/Business office
210 S. 6th Street, Ganado, Texas 77962**

That means you may mail the response in time but it may not be received in the purchasing office in a timely fashion and therefore be rejected.

**GANADO INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT
P.O. Box 1200, 210 S. 6th Street, Ganado, Texas 77962
PHONE: (361) 771-4200**

This is NOT AN ORDER. It is an invitation to propose.

Request for Proposals - RFP #18-10-01 Hill Wireless Access Points

This is a Request for Proposals as defined in Texas Education Code Chapter 44.

SUBMIT ONE ORIGINAL AND ONE COPY OF PROPOSAL

Please call to confirm receipt.

To respond, mark envelope **RFP #18-10-01 Hill Wireless Access Points and submit to the**

Administration/Business Office address by not later than noon, **Friday, Nov 16, 2018:**

Submit to:
Jenny Nelson,
Ganado ISD
P.O. Box 1200
210 S. 6th Street

Any submissions of information or documents to Ganado ISD (District) pursuant to this RFP is deemed public information by the District unless the Business Manager of the District is noticed by the enclosed form and the vendor has followed the process outlined on the form. Failure to follow the process outlined in the enclosed forms may cause your proposal to be rejected as nonconforming. The right is reserved to accept or reject each item separately or as a whole. **District reserves the right to reject any or all bids or proposals and to waive any informality.** Any reference within the following pages of this document to Bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) could be technically inaccurate but should be construed to mean and are used interchangeably as the designated legal method of procurement listed at the top of this page. **It is the responsibility of the vendor to monitor the Ganado ISD's website at <http://www.ganadoisd.org/> for any addenda to the RFP. Failure to follow any posted addenda may render your proposal non-responsive.**

No order is valid under an award resulting from this procurement process until a valid Purchase Order is issued to the vendor.
GANADO INDEPENDENT SCHOOL DISTRICT

By: Jenny Nelson jnelson@ganadoisd.net

You are representing to Ganado ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES NO BID

Company Name: _____ Address _____

City _____ STATE _____ ZIP _____

Signature of authorized representative _____ Date _____

Printed name _____ Email _____

Phone () _____ Fax () _____

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF GANADO ISD IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials and place this completed form and the copied materials in a separate envelope** and include the confidential materials envelope with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy in the envelope is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. Ganado ISD will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Ganado ISD is confidential and exempt from public disclosure. -----

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Ganado ISD. This envelope contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone
ENCLOSED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR
RESPONSE TO RFP #_18-10-01_____

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Ganado ISD

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address City State ZIP Phone

THIS EXPRESS WAIVER IS FOR RESPONSE TO: RFP #_18-10-01_____

NOTICE:

Erasures or other changes MUST be initialed by the person signing the documents.

DEFINITION: A SOLICITATION is a Request for Proposals (RFP) or a Request for Competitive Sealed Proposals (RCSP), or a Request for Qualifications (RFQ) or a Request for Bids (BID) or any other method of procurement authorized by applicable law.

II. INSTRUCTIONS TO OFFERORS

1.0 GENERAL

The following instructions by the Ganado Independent School District are intended to afford offerors an equal opportunity to participate in the contract.

- 1.1 Before submitting an offer to this SOLICITATION, offerors shall familiarize themselves with all parts of this SOLICITATION because these parts become a part of any resulting contract.
- 1.2 Offerors shall familiarize themselves with existing conditions in the material and labor markets prior to submission of an offer. The fact that an offer (proposal/proposal) is submitted will be construed by the GANADO ISD Board of Trustees to indicate that the offeror agrees to carry out the furnishings of products/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions.
- 1.3 Any explanation desired by an offeror regarding the meaning or interpretation of these Instructions or any other SOLICITATION documents must be requested in writing to Jenny Nelson at jnelson@ganadoisd.net or at, GANADO ISD, Business Office, P.O. Box 1200, 210 S. 6th Street, Ganado, Texas 77962 with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions will not be binding except for strictly ministerial duty questions. All substantive questions relating to the SOLICITATION will be addressed by posted addendum. Any information given to a prospective offeror will be furnished to all prospective offerors as an addendum to the SOLICITATION if such information is necessary to offerors in submitting proposals or if the lack of such information would be prejudicial to uninformed offerors.
- 1.4 A functional area expert or a day-to-day contract administrator or manager for GANADO ISD may be identified elsewhere in this document. Functional area experts, day-to-day contract administrators/managers, teachers, principals, and/or other district employees are not authorized to substantially amend this SOLICITATION document or to modify the subsequent contract. Amendments to SOLICITATION documents will be made by the Business Manager or designee. Modifications to contracts/agreements will be made by the Business Manager, and/or the Superintendent in accordance with the GANADO ISD Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee that is not authorized to make changes, the vendor does so at his or her own risk or peril. Also, if a vendor attempts, or gains, a modification/amendment from a district employee that is not authorized to make changes, the vendor does this at his or her own risk or peril and risks the termination of his or her contract/agreement. Changes made that are not made by authorized District staff listed are not valid or enforceable.
- 1.5 The term's offeror, contractor, offeror, vendor, and/or offeror refer to the person/firm that submits the offer to this SOLICITATION document. The terms GANADO ISD, owner, district, and/or government entity refer to Ganado Independent School District.

2.0 DEVIATIONS

Offerors are expected to examine the specifications, standard provisions and all instructions. Any deviations from the specified terms and conditions must be noted on the included Deviation Form and a deviation, depending on its content, may render your proposal non-responsive. By submitting a response/proposal/offer to this request for proposals or offers as herein specified, the offeror agrees to comply with all terms and conditions and specifications contained herein unless listed on the deviation form or attached thereto.

3.0 INFORMATION REQUIRED

Each offeror shall furnish the information required by the SOLICITATION documents. There are documents and forms included in the documents that require signatures and acknowledgements, so please execute as necessary and return those with your proposal. Failure to do so may render your proposal non-responsive.

Erasures or other changes MUST be initialed by the person signing the documents. Proposals

signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to GANADO ISD.

4.0 SUBMISSION OF PROPOSALS

The offeror should propose his/her lowest and best price, F.O.B. destination, on each item. Proposals shall be submitted in an envelope marked on the outside with the offeror's name and address and the SOLICITATION number/name. Proposals must be submitted in sufficient time to be received and date/time stamped at GANADO ISD's Purchasing Office on or before the published deadline date and time shown on the SOLICITATION.

Proposals received after the published time and date cannot be considered. Proposals may be delivered to :

Business Office
Ganado ISD
P.O. Box 1200, 210 S. 6th Street
Ganado, Texas 77962

4.1 Proposed price or the minimum percentage discount off catalogue/shelf/online prices should be firm (fixed) and calculable. If the offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or "trigger" at which the increase would be effective.

4.2 GANADO ISD is exempt from federal excise taxes, state and local sales and use taxes.

5.0 DISCUSSIONS AND NEGOTIATIONS.

GANADO ISD reserves the right to award a contract without discussions/negotiations.

6.0 BEST AND FINAL OFFERS.

There will be no best and final offers solicited after submission of proposals. Offeror must provide their best and final offer with the original proposal. Pricing may be negotiated with a corresponding change in scope. Pricing may be reduced at any time after an award is made by the district.

7.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn from consideration by an offeror or his/her authorized representative by written notice received by GANADO ISD prior to the exact hour and date specified for receipt of proposals. The proposal submission will not be returned to the proposer but will be withdrawn from consideration and kept on file as evidence in case of a dispute.

Proposals may be modified by a supplemental submission explaining the modification of or notice to replace the original in its entirety by delivery of supplemental proposal in the manner described in the SOLICITATION for any proposal submission. The same due date and time still applies to a modification.

8.0 OPENING PROPOSALS.

Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but GANADO ISD's records are a matter of public record and the Attorney General of the State of Texas make the final determination as to what is and is not public information. All public information requests must be submitted to the Office of the Superintendent of Ganado ISD. See confidentiality form included in the document.

III. GENERAL CONDITIONS 1.0 SCOPE OF PROPOSAL.

It is the intent of GANADO ISD to enter a contract for the goods and/or services specified in the specifications section of this document.

- 1.1 **Unless otherwise specified in the Specifications section or other section of this document,** our purpose is to contract with vendor to furnish goods and/or services as specified from the effective date of award through the term of the contract, which includes multiple one-year renewal periods. **Specifications in another section of this SOLICITATION that conflict with this Section 1.1 or 1.2 shall control over this section.**
- 1.2 **Specifications in another section of this SOLICITATION that conflict with this Section 1.1 or 1.2 shall control over this section.** The initial life of this award shall be for at least one (1) year from date of original award and execution of a contract/agreement. The District reserves the right to contract for more than one year initially. The district reserves the right to execute renewal options for up to 4 additional one year periods for total contracts term of not more than 5 years for date of initial award and contract execution.
- 1.3 **EXCEPT** the Ganado ISD reserves the right to extend for an additional six (6) month period after all renewal periods have expired if in the best interest of the District. There may be a break in time of not more than 6 months from term to term on renewals if renewal is not executed in a timely fashion.
- 1.4 Ganado ISD reserves the rights to negotiate price/delivery with successful offeror(s) for similar additional products and services that are newly available from vendor or not specifically enumerated in this document but is inclusive of the similar type and functionality as other goods and services specified in this SOLICITATION during the effective period of this contract award or any contract or agreement executed as a result of this SOLICITATION

2.0 CONDITIONS OF AGREEMENT. The terms and conditions of this SOLICITATION shall control in the order that best serves the district's needs. The terms and conditions of this SOLICITATION shall be incorporated by reference in a resulting contract unless expressly agreed otherwise by the parties in writing.

3.0 PROPOSAL SUBMITTAL. A submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the SOLICITATION, subject to deviations agreed by the District in writing or as the result of the award based on proposed deviations listed on the

Deviation Form. Deviations not listed on the provided Deviation Form or attached thereto, are not enforceable unless agreed in writing in a contract or agreement resulting from this SOLICITATION. If necessary for clarity, an alternate proposal incorporating the deviations specified on the Deviations Form may be submitted.

4.0 SPECIFICATIONS/REQUIREMENTS Desired specifications or features have been prepared and are included in this document . The offeror shall note in writing any deviations from the specifications and shall submit those changed specifications on the deviation form. If a brand name is specified, it is not meant to restrict competition but to demonstrate the type and quality of the goods desired and an equal quality product may be proposed to substitute for the specified make and model. The offeror shall demonstrate in their proposal or during negotiations how the proposed good(s) equally or better meets the needs specified by the District. The District is the final arbiter of the “equal” determination. Any equal must perform equally or better in the same environment and circumstance as the brand named product. The District has an existing operational system that requires repairs and additions as needed and any proposed equal product must work within the existing system without changing the existing operational controls or monitoring currently in operation when adding additional products. Any equal product offered must work within the existing environment for software and controls and monitoring as the name brand product without affecting the existing installed products so as to create a seamless operational environment as the named brand product in the overall system operated by the district.

5.0 EVALUATION Ganado ISD will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document.

5.1 If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.

5.2 This is not an exclusive award RFP. There may be awards to multiple Offerors that meet the needs. There is no guarantee of volume of purchase by the District of the goods or services requested.

6.0 RESERVATION OF RIGHTS GANADO ISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and a Offeror is not prejudiced by the waiver as compared to other Offerors;
- (c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue a SOLICITATION;

- (e) Consider and accept an alternate proposal as provided herein when most advantageous to GANADO ISD;
- (f) GANADO ISD has the right to terminate the contract for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing and contracted in an executed contract/agreement between the parties;
- (g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. GANADO ISD reserves the right to procure any items or services by other means at the sole discretion of GANADO ISD.

7.0 ACCEPTANCE Acceptance of an offeror's offer for supply/service agreements may be by purchase order issued by GANADO ISD and/or a letter of acceptance followed by an authorized purchase order. No work may proceed and no contract /agreement executed by the parties is valid and enforceable without a properly drawn purchase order regardless of any contract or agreement executed by the parties. The purchase order(s) citing the SOLICITATION consummates the contract which consists of the SOLICITATION, the vendor's offer, and, if applicable, the executed contract or agreement. Subsequent purchase orders and release orders may be issued as appropriate.

8.0 LIQUIDATED DAMAGES Not applicable unless otherwise specified herein or agreed by the parties in writing.

9.0 INVOICES AND PAYMENTS Offeror shall submit separate invoices. Invoices shall indicate the purchase order number and the SOLICITATION number. Invoices shall be itemized.

No charge or addition to the accepted price shall be made by the vendor for invoicing product(s). Payment shall not be due until all items on the purchase/delivery order have been received by GANADO ISD (unless specified in the specifications) and the above instruments are submitted and the invoice has been accepted by GANADO ISD. Ganado ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel.

These are minimum terms required of the Ganado ISD by law and the parties may negotiate custom payment terms as desired provided they do not exceed the statutory requirements.

10.0 TERMINATION GANADO ISD shall have the right to terminate for default all or any part of this or a resulting contract if offeror breaches any of the terms hereof or if the offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which GANADO ISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

10.1 GANADO ISD may terminate the contract and debar the vendor for future participation in competitive procurement for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

10.2 GANADO ISD may terminate a contract at will, for cause or no cause, with 30 days notice to the awarded vendor. Vendor shall be compensated for work performed or goods accepted and/or consumed prior to the notice of termination.

11.0 ASSIGNMENT-DELEGATION No right or interest in this contract shall be assigned or any obligation delegated by offeror without the written permission of GANADO ISD.

12.0 INTERPRETATION This writing and the proposal submitted or a resulting contract /agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this SOLICITATION shall not be relevant to determine the meaning of this SOLICITATION even though the accepting party has knowledge of the performance and opportunity for objection. Changes to the terms and conditions contained herein may only be altered by written agreement of the parties.

13.0 APPLICABLE LAW This SOLICITATION award, and any resulting contract or business transaction, shall be governed first by the laws of the State of Texas, and any applicable Federal law or regulation and venue for any disputes arising thereunder shall be in a court of competent jurisdiction in Jackson County, Texas unless otherwise agreed in writing by an authorized signatory of the Ganado ISD.

14.0 NOTIFICATION OF CRIMINAL RECORD The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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). See attached form.

15.0 INSURANCE The successful offeror, at his/her own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas as follows. Successful offeror may be required to provide a copy of insurance coverage to GANADO ISD. Insurance certificates may contain a provision, or offeror's signature on this proposal/proposal certifies, that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given GANADO ISD. Insurance coverage must remain in effect for the duration of this contract. In some cases, the district may be required to be named as an additional insured on the vendor's insurance coverage. If the district is to be named as an additional insured on the vendor's insurance coverage, the certificate indicating this should be provided within ten (10) calendar days from date of award. If the district requires a certificate of insurance, the proposal/proposal number and title should be noted in the "Description of Operations/Locations/Vehicles/Special Items" block of the certificate and the "Certificate Holder" block of the certificate should read, "Ganado ISD, P.O. Box 1200, 210 S. 6th St., Ganado, TX 77962." Additional insurance requirements may be required for construction and/or services projects and will be identified elsewhere in this document.

15.1 **The Contractor shall agree to waive all right of subrogation against the District, its officials, employees and volunteers for losses arising from work performed by contractor for the District.**

16.0 WORKERS' COMPENSATION COVERAGE If applicable, the successful offeror must maintain workers' compensation coverage or a suitable alternative to the District for employees as required by all applicable Federal, State, Maritime, and local laws including Employer's Liability with a limit of at least \$100,000. Upon request by the District, an awarded vendor must provide a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the project has been completed and accepted by the district.

17.0 INDEMNIFICATION AND HOLD HARMLESS: EXCEPT AS OTHERWISE EXPRESSLY PROVIDED, OFFEROR SHALL DEFEND, INDEMNIFY, AND HOLD GANADO -ISD HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITY, LOSS AND EXPENSES, INCLUDING REASONABLE COSTS, COLLECTIONS EXPENSES, AND ATTORNEYS' FEE INCURRED, WHICH ARISE BY REASON OF THE ACTS OR OMISSIONS OF OFFEROR, ITS AGENTS OR EMPLOYEES IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT. THIS CLAUSE SHALL SURVIVE TERMINATION OF THIS CONTRACT

18.0 ASSIGNMENT OF OVERCHARGE CLAIMS Successful offeror shall assign to GANADO ISD any and all claims for overcharges associated with this contract 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.

19.0 DISCUSSIONS/NEGOTIATIONS Ganado ISD reserves the right to award a contract without discussions/negotiations. The Ganado ISD reserves the right to negotiate with the offeror as permitted by law to achieve best value for the district.

20.0 AWARD NOTICE A formal award notice may or may not be issued. Notice of award may occur if: (a) a purchase order is issued to the Offeror for the goods or services sought by the SOLICITATION; (b) an email or hard copy letter is delivered to an address provided in the Offer/Response to the SOLICITATION; (c) a written or electronic notice is sent by the Ganado ISD to the Offeror (d) or a verbal notice is delivered to a representative of the Offeror by an authorized Ganado ISD employee or official.

21.0 RESPONSE FORMS: This SOLICITATION contains forms that are required to be completed and submitted along with your response. Failure to complete and submit these forms may render your proposal non-responsive. GANADO ISD, in some instances, may waive this requirement and have the forms signed after proposal at the sole discretion of the GANADO ISD pursuant to section **6.0 RESERVATION OF RIGHTS** of this document.

PROPOSER IS REQUIRED TO SUBMIT ANY AND ALL FORMS OR CERTIFICATIONS AS PROVIDED IN THIS DOCUMENT REQUIRING INITIAL OR SIGNATURE.

IV. RESPONSIBILITIES OF OFFERORS

1.0 The responsibility for compliance with this SOLICITATION and the subsequent contract shall be with the offeror.

2.0 Offerors are expected to provide prompt service that is due under this contract. Past performance of offerors may be a factor in awarding future contracts.

3.0 Offerors are expected to deliver product(s) and /or services per specifications.

4.0 Offerors should make every effort to present their offers in enough detail as to cover all aspects of the products/services they wish to supply to the district.

5.0 OFFERERS ARE NOT REQUIRED TO ACKNOWLEDGE ANY ADDENDA TO THE SOLICITATION, BUT ALL OFFERERS ARE RESPONSIBLE FOR THEIR SUBMITTED RESPONSE INCLUDING CONSIDERATION OF ALL POSTED ORIGINAL SOLICITATION DOCUMENTS AS WELL AS, ANY ADDENDA POSTED BEFORE THE RESPONSE DUE DATE AND TIME. IT IS THE RESPONSIBILITY OF THE OFFERER TO CHECK THE WEBSITE PRIOR TO THE DUE DATE AND TIME OF THE SOLICITATION OFFER/PROPOSAL/BID. NO ADDEDA WILL BE POSTED WITHIN 72 HOURS OF THE DUE DATE AND TIME THAT MATERIALLY CHANGES THE SPECIFICATIONS. AN EXTENSION IN TIME FOR DUE DATE IS PERMISSABLE AT ANY TIME PRIOR TO DUE DATE AND TIME.

Evaluation Criteria

The following evaluation criteria are mandated by Texas Education Code § 44.031 (b).

1. Purchase Price: (25) point weight per prices quoted as related to information within the request for proposals.
2. The reputation of the vendor and of the vendor's goods or services; (10) point weight
3. The quality of the vendor's goods or services; (28) point weight

4. The total long-term cost to the district to acquire the vendor's goods or services; (1) point weight (example: considers cost of training, changes, programing, and other soft costs)
5. Extent to which the Goods or Services meet the Needs: (25) point weight
6. Vendor's Past Relationship : (10) point weight –Only experience within the past 5 years will be evaluated unless otherwise specified. No past relationship is 5 points and a good relationship is 6 to 10 points and a poor relationship is 0 to 4 points
7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: (0) point weight – There are no laws that apply to this procurement so it has been officially considered and no weight is assigned.
8. Residency: 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(1) point weight

SPECIFICATIONS AND REQUIREMENTS Hardware/Software, & Services Needed

Ganado ISD seeking a highly qualified company to supply

Quantity 8: Meraki MR74-HW Wireless Access Point

Quantity 8: Meraki 3-year Enterprise license and support

Quantity 8: 802.3af compliant 1-port PoE Injector

Quantity 15: 2-pack omni antenna ma-ant-20

Quantity 8: Dual-band sector antenna ma-ant-27

The following conditions apply.

1. The supplier shall provide the equipment within the requirements of the RFP.
2. The supplier shall store the equipment until required in a bonded and insured storage facility sufficient for the value of the equipment.
3. The supplier shall deliver the equipment on an as-required basis directly to the jobsite.
4. The supplier shall provide full replacement protection of the equipment until delivered to the jobsite and turned over to the school district.
5. The supplier shall fulfill any requirements to maintain the manufacturer's warranty

Authorized signatory: _____

Name of Company: _____ **Date** _____

Provide on a separate sheet, and attach to this sheet, a list of proposed staff you propose to service the contract and list their certifications and/or licensures and other qualifications.

References

Please provide three (3) references, preferably from school districts or other governmental entities in the DFW area, who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE GANADO OR GANADO ISD EMPLOYEES AS A REFERENCE.

A.	Entity Name	Contact Person
	email	Phone
	Entity Name	Contact Person
B.	email	Phone
	Entity Name	Contact Person
C.	email	Phone
	Entity Name	Contact Person

You may provide other references below or affixed to this document with this sheet.

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.**

Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with C-FB ISD (the "District") and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of the District, or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

Form CIQ must be filed with the appropriate District records administrator:

1. Not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the District; or
 - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the Ganado Independent School District, as of September 01, 2015, include:

1. **Members of the Ganado ISD Board of Trustees:** Billy Benavides, Chris Hajovsky, Donnie Tegeler, Pierce Thedford, Jamie Bures, Mary Kay George, and Clay Green
2. **Superintendent of Schools:** Dr. John Hardwick, Jr.
3. **An agent (including an employee) of Ganado ISD who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.**

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), send the completed form to Jenny Nelson,
Ganado ISD P.O. Box
1200, 210 S. 6th Street, Ganado, Texas 77962

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at [http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm](http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm). For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity. (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(2) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposal or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(3) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or (C) of a family relationship with a local government officer.

Regulatory Standing Form

I certify to Ganado ISD for the RFP 18-10-01 attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not explain below or attach explanation.

Signature

Name of Authorized Signatory

Name of Company

Date

Contract Terms and Conditions

Please initial your answer and sign on page 2 or 2 of this section Indemnification

The Ganado ISD is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's

fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the Ganado ISD to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Trustees, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Jackson County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Trustees, signed by the Parties if approved by the Board of Trustees, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation form section

Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES NO _____

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Jackson County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES _____ NO _____

Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Jackson, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

Do you agree to these terms? YES _____ NO _____ If you do not, please reference objection in Deviation form section

Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the Ganado ISD and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.

Do you agree to these terms? YES_NO If you do not, please reference objection in Deviation form section

Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the Ganado ISD, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by Ganado ISD and the vendor.

Do you agree to these terms? YES_NO_If you do not, please reference objection in Deviation form section

Contract Governance

Any contract made or entered into by the Ganado ISD is subject to and is to be governed by Section 271.151 *et seq*, Tex Loc Gov't Code. Otherwise, Ganado ISD does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES__NO Not a negotiable term.

Payment Terms

Ganado ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the Ganado ISD by law and the parties may negotiate custom payment terms as desired provided they do not exceed the statutory requirements.

Funding Out Clause

Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by Ganado ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? YES_____NO____Not a negotiable term.

Signature below certifies accuracy of answers to all sections on page 1 and 2 of this document.

Authorized Signature _____ Printed Name

Company Name and address:

Telephone Number _____ Date _____

DEVIATION/COMPLIANCE SIGNATURE FORM

Ganado ISD

COMPANY NAME

ADDRESS

CITY

STATE

PHONE NUMBER

FAX NUMBER

Name and signature of authorized official

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid 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 Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No, Deviation _____

Yes, Deviations _____

If yes is checked, please list below. Or attach to this form by stapling your deviations

Insurance

If applicable and your staff will be on Ganado ISD premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. See attached "Insurance and Indemnity Provisions" if applicable.

FINGERPRINT

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion-

- (1) will have continuing duties related to the contracted services; *and*
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

Ganado ISD recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone# is 512-424-2474

See form below to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Have all of the proposer's employees that would be on a Ganado ISD campus as a result of a contract under this RFP 18-10-01 been fingerprinted according to the above?

YES _____ NO _____

Authorized Signature _____

Company Name: _____

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: *Covered employees*: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. *Disqualifying criminal history*: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____("Contractor"), I certify that

[check one below]:

None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name _____

Printed name of Company Representative: _____

Signature _____ .Date _____

For additional information on how to comply with this statute, please contact Wendy Nixon in the Business Office of the Ganado ISD at 361-771-4200 or P.O. Box 1200, 210 S. 6th Street, Ganado, Texas 77962

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature _____

Company Name: _____

GANADO ISD
FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance 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 the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official’s Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: Name

of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

**CERTIFICATION BY CORPORATE OFFERER
To GANADO ISD**

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, certify that I am the Secretary of _____
(Name of Corporate Secretary)

the Corporation named as OFFERER herein above; that

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL

SIGNATURE

DATE

TO BE SIGNED AND RETURNED

RFP # 18-10-01

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary to determine the residency of its offerors. In part, this law reads as follows:

Section: 2252.001

- (3) Non-resident bidder' refers to a person who is not a resident.
- (4) Resident bidder's refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

(Name and address of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

My principal place of business under Tex. Gov't Code, Section: 2252.001 (3) and (4), is in the city of _____ in the state of _____

If NOT a resident company of the State of Texas, does your company employ 500 or more people within the State of Texas.

YES _____ NO _____

Signature of Authorized Company Representative

Print Name _____

Title _____ Date _____

Protest Procedures for Vendor/Proposer Protests for Ganado ISD

Vendors/proposers (vendors) are encouraged to discuss purchasing concerns with the Business Manager. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

If a vendor desires to protest a decision by the Ganado ISD Business Office, the vendor must follow the following process.

The vendor must submit a letter notifying Ganado ISD of the intent to protest and include in the letter the reason for the protest along with any evidence available supporting the vendor’s position. Submit the letter to: Ganado ISD, Attention: Business Manager P.O. Box 1200, Ganado, Texas 77962 (by Mail) or by courier to 210 S. 6th Street, Ganado, Texas 77962.

The Business Manager shall respond to the vendor within fifteen (15) Ganado ISD business days from receipt with an explanation or offer in compromise. If the vendor is not satisfied with the offer by the Business Manager, the vendor may submit a formal complaint under Board Policy GF (LOCAL).

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

Company Name _____

Authorized Signatory Name _____

Signature of Authorized Signatory _____

Date _____

Conflicting Clauses and Determination of Which Clause Controls

In the event of a conflict among applicable documents related to the instant transaction or any related transaction, the Ganado ISD alone shall determine which conflicting clause shall control. The Ganado ISD will consider the needs of the District and those concerns of the vendor and make the determination based on the best interest of the District in contracting with the vendor.

Contract Form

If the proposer has a contract or agreement or terms and conditions that they will ask the District to execute upon award of this RFP, please attach those documents to you proposal and label accordingly. Any said documents are subject to approval, rejection or negotiation by the District prior to an award under this Solicitation.