



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

**REQUEST FOR PROPOSAL**  
**Scanning and Shredding Services for Human Resources**  
**Proposal# 101-23-03**

**PLEASE SUBMIT PROPOSAL NO LATER THAN April 4, 2023 at 10:30A.M. CDT, DATE**  
**\*\*\*THE DISTRICT WILL BE CLOSED FROM MARCH 13, 2023 TO MARCH 17, 2023**  
**RETURNING MARCH 20, 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 for Scanning and Shredding Services for Human Resources for the Garland Independent School District (GISD).

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposal, Certifications, Terms and Conditions, Compliance Form, Specifications, Proposer Questionnaire and Supplier Questionnaire.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Fax #

*Mark A. Booker*

Mark A. Booker  
Executive Director of Purchasing

## INSTRUCTIONS TO SOLICITORS

### 1.1 Submission of Proposal

#### 1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, solicitors may contact: Maria Cobar, Buyer at [mjcobar@garlandisd.net](mailto:mjcobar@garlandisd.net). The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended or alternates accepted prior to opening without written approval of the Garland ISD Executive Director of Purchasing.

#### 1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to [bids@garlandisd.net](mailto:bids@garlandisd.net) and a copy to [mjcobar@garlandisd.net](mailto:mjcobar@garlandisd.net) no later than **March 20, 2023 at 12:00p.m. CDT**. Response will be given by addendum.

#### 1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **March 22, 2023 at 4:00p.m. CDT**. It is the supplier's responsibility to check the district's website (<http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

**PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

• 1 <sup>st</sup> Advertisement	• March 10, 2023
• 2 <sup>nd</sup> Advertisement	• March 14, 2023
• Deadline for Questions	• March 20, 2023 12:00 p.m.
• Addendum Issue Date	• March 22, 2023 4:00 p.m.
• Request for Proposal Due Date	• April 4, 2023 10:30 a.m.
• District Evaluation Period	• April 7-21, 2023
• Anticipated Award Approved	• April 30, 2023

#### 1.1.4. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND THREE (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:

**DELIVERY OF REQUEST FOR PROPOSAL:** Delivery of PROPOSALS shall be in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with proposal#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Hand-carried submissions shall be delivered to Garland ISD Purchasing Department 501 S. Jupiter, Garland, Texas 75042. An exterior Bid depository (Purchasing Drop Box) is available at the entrance to the Harris Hill Administrative offices located at the address provided above. The submission must be placed inside the depository at your convenience but no later than 10:15a.m. on the prescribed due date listed in the solicitation. A submission is considered received when Purchasing retrieves the package from the Purchasing Drop Box and the submission is date/time stamped before the deadline.

Note: Submissions must be sealed and not exceed 14"x10"x5" to use the Purchasing Drop Box

**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 RFP envelopes as instructed on the front page. Allow sufficient transit time.

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

**1.1.6. 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" proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

**1.1.10. FORMAT FOR PRICING**

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.

**1.1.11. MINIMUM QUANTITIES**

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified).

**1.1.12. WITHDRAWING PROPOSAL**

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.

**1.1.13. PROPOSAL TABULATIONS**

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

**1.1.14. 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.

**1.1.15. 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. Solicitors 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.

**1.1.16. COPYRIGHT PROTECTION**

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Solicitors who submit copyrighted materials as part of their PROPOSAL must review and complete the Confidential Information Declaration & Copyright Authorization Form. Solicitors 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, Solicitors 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 Solicitor is unable to grant such authorization and waiver, copyrighted materials must not be included in the PROPOSAL.

**1.1.17. POST-SUBMISSION CHANGES**

A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Solicitors 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. 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. Solicitors shall also include copies of any contracts / agreements required (by the proposing firm) and clearly identify/label it as such.

### 1.2.3. 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 Solicitor 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](http://www.window.state.tx.us/procurement/prog/vendor_performance).

### 1.2.4. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective Solicitor 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.

### 1.2.5. 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).

### 1.2.6. ALTERNATE AWARDS

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

**1.2.7. PRODUCT LITERATURE**

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when submitting “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.

**1.2.8. CONTRACT VALUE**

The estimated annual value of this contract is **\$74,999**; However, this value reflects the District’s estimated current requirements for one year (or time frame as otherwise specified).

**1.2.9. PRICE ESCALATION PROVISIONS**

The District may elect to place several orders during the term of this Request for Proposal. Solicitors must specify minimum order quantities – if any – and are required to hold proposed prices **for 90 days and/or one year** from date of award. After this time, proposed increases may be submitted in writing for approval. Proof of change in market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval.

**1.2.10. PROTEST PROCEDURE**

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

**2. CERTIFICATIONS****2.1. CERTIFICATION AFFIRMATIONS**

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

#### **2.1.6. FUNDING AGREEMENTS**

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

#### **2.1.7. CLEAN AIR AND WATER POLLUTION ACT**

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

#### **2.1.8. ENERGY POLICY AND CONSERVATION ACT**

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the proposer certifies that the propsoer 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 Solicitor 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/sflllin.pdf>

#### **2.1.12. FOREIGN TERRORIST ORGANIZATION LIST**

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

#### **2.1.13. BOYCOTT ISRAEL**

Pursuant to Texas Government Code Chapter 2271, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

#### **2.1.14. PROHIBITED TRANSACTION**

Pursuant to Texas Government Code Chapter 2273, 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 response to the Request for Proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.



#### **2.1.15. BUY AMERICA ACT**

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

#### **2.1.16. DOMESTIC PREFERENCES FOR PROCUREMENT**

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

**2.1.21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

**3. TERMS AND CONDITIONS****3.1. CASH PAYMENTS AND DISCOUNTS**

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

**3.2. PURCHASE ORDERS AND CONFIRMATION**

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

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

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

**3.3. CHANGE ORDERS**

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

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

**3.4. PAYMENTS VIA ACH**

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

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

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

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

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

### 3.5. **CHANGING QUANTITIES**

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

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

### 3.6. **NO SMOKING POLICY**

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

### 3.7. **CHOICE OF LAW/VENUE**

This Request for 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.

### 3.8. **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.

### 3.9. **QUALITY OF WORKMANSHIP**

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

### 3.10. **OVERCHARGE CLAIMS**

Successful Solicitor(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.

### 3.11. **AVAILABILITY OF FUNDING**

Garland ISD's fiscal year is July 1 through June 30. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for 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.

**3.12. 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.

**3.13. 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 ninety (90) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the Solicitor'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.

**3.14. CANCELLATION FOR CAUSE**

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

**3.15. AGREEMENT BETWEEN PARTIES**

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

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

**3.16. DISTRICT ACCESS TO WORK AREA**

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

**3.17. HOLD HARMLESS**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND 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.**

**3.18. AUDITING CONTRACT**

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

**3.19. LIMITATION OF LIABILITY**

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

**3.20. AUTHORIZED NEGOTIATORS**

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

**3.21. E-COMMERCE PARTNER**

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

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

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

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

### 3.22. **FORCE MAJEURE**

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

### 3.23. **FINGERPRINTING REQUIREMENT**

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

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

#### **Criminal History Checks**

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

At a minimum, the company recommended for award shall:

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

All suppliers must:

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

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

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

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

### 3.24. **TERM OF CONTRACT**

The term of the contract shall be from April 30, 2023 (or date of award) through April 30, 2024 with contract renewing annually for four years from the date of award unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

- 3.25. This contract may be assigned only with the written consent from both parties. Any assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.



#### **4. SHIPPING AND DELIVERY**

##### **4.1. SHIPPING CHARGES**

The successful Solicitor(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.

##### **4.2. PICKUP AND DELIVERY TIMES**

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

##### **4.3. UN-LOADING OF NON-PALLETIZED FREIGHT**

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

##### **4.4. SHIPPING CONTAINERS**

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

##### **4.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS**

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful Solicitation(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.

##### **4.6. PURCHASE ORDER IDENTIFICATION**

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

##### **4.7. RECORD RETENTION SCHEDULES**

In accordance to Texas Government Code Sec. 441.185:

**(a)** Each records management officer, with the cooperation of any staff of a state agency that the officer considers necessary, shall survey the state records of the agency and prepare and submit a records retention schedule to the state records administrator.

**(b)** The records retention schedule must list the state records created and received by the agency, propose a period of time each record shall be maintained by the agency, and provide other information necessary for the operation of an effective records management program.

**(c)** The state records administrator and the state archivist shall review the schedule and recommend the schedule's approval or disapproval to the director and librarian and the state auditor. The state auditor, based on a risk assessment and subject to the legislative audit committee's approval of including the review in the audit plan under Section [321.013 \(Powers and Duties of State Auditor\)](#), may review the schedule.

**(d)** If the director and librarian, and the state auditor, if the state auditor reviewed the schedule under Subsection (c), approve the schedule, the schedule may be used as the basis for the lawful disposition of state records under Section [441.187 \(Destruction of State Records\)](#) for a period to be determined by the commission.

**(e)** The commission shall adopt rules concerning the submission of records retention schedules to the state records administrator.

**END OF SECTION**

## **Scope of Engagement**

### **1.1 INTRODUCTION /BACKGROUND**

- 1.1.1 The Garland Independent School District is soliciting proposals from qualified proposer to provide Scanning and Shredding Services for Human Resources and wishes to do so at the best value to the taxpayers.
- i. Garland ISD has an enrollment of over 57,000 students. It is the second largest district in Dallas County and is considered one of the largest districts in the state of Texas. The district has 2 pre-kindergarten schools, 45 elementary schools, 13 middle schools and 7 high schools. Garland ISD also employs approximately 7,300 employees, which covers teachers and administrators at all of the schools and approximately 42 various Departments operating locations in three cities, Garland, Rowlett, and Sachse.
- ii. The Human Resources Department is led by an Assistant Superintendent of Human Resources (Assistant Superintendent) who reports to the Chief Leadership Officer. The Assistant Superintendent serves on the Superintendent's cabinet. The Assistant Superintendent is responsible for the planning and implementation of human resource programs including professional and auxiliary staffing, wage and salary administration, leave administration, performance appraisals, and employee relations. Additionally, the Assistant Superintendent is responsible for the implementation of legally sound and effective human resource management programs, policies, and practices. Other duties include:
- Developing personnel training programs for the District
  - Directing the planning, coordination, and evaluation of the Human Resources Department, including establishing department goals and objectives
  - Working with principals and administrators to forecast staffing needs and develop staffing plans
  - Developing recruitment and retention strategies and a selection process for all employees
  - Directing the administration of the District's compensation program
  - Directing the investigation, analysis, and decision-making process regarding personnel problems or other related policy issues.
  - Overseeing personnel records management and ensuring compliance with the state records management program.

### **1.2. DEFINITION OF TERMS**

- 1.2.1 Throughout this proposal the following definitions should be understood.
- 1.2.2 "The District" is defined throughout this document as The Garland Independent School District.
- 1.2.3 "PROPOSAL" is a Request for Proposal, a document presented by the Garland Independent School District, to contractor for the purpose of securing an agreement to provide services.
- 1.2.4. The terms "consultant", "contractor," "supplier" or "firm" is defined as the person(s) or organization(s) which are submitting submittals in response to this proposal or to the person(s) or organizations(s) who have been awarded the contract to execute their submittals.
- 1.2.5. The term "Independent Contractor or Subcontractor" is defined as any person meeting the IRS Guidelines for Independent Contractor.

**For purposes of this project, the person or consultant must also be independent of any firm that provides Human Resources Consultant and that could possibly respond to a Request for Proposal by Garland ISD for such a system.**

### 1.3 **GARLAND INDEPENDENT SCHOOL DISTRICT ORGANIZATION/RESPONSIBILITIES**

- Reporting Structure – The successful supplier shall report to the Human Resources Department.
- The PROPOSAL Evaluation Team-A joint District/supplier team assigned by the company provide services as schedule by the HR Department. Duties of the Proposal Evaluation Team are:
  - Evaluate Proposal responses for the purpose of selecting the supplier who best meets the selection criteria.
  - Work with the supplier to determine the documents that will be scanned into the system, verified all the pertaining documents were scanned and saved in the proper electronic file, and determined the files that will shred.

## **SCOPE OF WORK**

### 2.1 **REQUIREMENTS OVERVIEW**

Garland ISD is seeking a qualified vendor to provide high-quality scanning, digitizing, and indexing services for paper Human Resources documentation. All converted digital files must be able to be stored, indexed, and retrieved in the District's Laserfiche system.

### 2.2 **Supplier Responsibilities**

- Scanning/Converting to PDF or PNG file:
  - Black and white scanning per page
  - Grayscale/color scanning per page
  - Pictures/photos by item
  - Indexing per field
  - Electronic File Retrieval During Processing at Vendor Site
  - Physical File Retrieval & Delivery During Processing at Vendor Site

#### **Document handling**

- Pickup
- Storage
- Return
- Destruction/shredding of documents

### 2.3 **Proposer Questionnaire**

Proposer must respond to the questions listed below to describe the process that will be utilize to scan and disposed the files.

### 2.4 **Supplier Requirements:**

- Does the supplier has a minimum of four years of scanning experience with school districts/Governmental entities or similarly categorized entities? Please provide three reference from previous engagements that include name of the company, contact name, phone # and email address.
- Does the supplier has a minimum of two years of experience working with Laserfiche or similar systems?
- What's the current processes that the supplier has in place to ensure the confidentiality and safety of documents?
- Please provide a detailed description of its process of integrating data with Laserfiche (scanning the current records and uploading the information using Laserfiche).

## 2.5 Technical requirements

- Please provide a detailed description of the processes in place to prevent the safekeeping of documents at the highest level and describe which tracking system will be utilized to monitor all documents that will be scanned and accessed upon request of the District within an approximately 24 hours' notice.
- Please provide a description of the document preparation process for scanning and indexing. This includes, but is not limited to:
  - Removing staples and paperclips
  - Straightening folds or wrinkled documents
  - Mounting irregular-sized objects on standard-sized paper
  - Removing post-it/sticky notes and tabs
- Please provide a description of the recovery process to ensure no documents are accidentally deleted and, in the instance, that the document is deleted provide the process of recovery.
- Please provide a detail description of the process of disposing (shredding) documents after the scanning process is completed.
- Please describe its indexing workflow process and technology to ensure alignment with GISD systems (Laserfiche).
- Please provide a description of your process for automatic capture and indexing as well as manual indexing and support for District quality control testing upon delivery of electronic files, including a process for providing corrections/fixes.

## 2.6 Proposal Content and Format for Scanning and Shredding Services

Proposal Section	Section Contents
1. Vendors Profiles (s)	Details of the vendor's credentials and experience for similar services proposed. The names and telephone numbers of personnel who will be available to answer questions regarding the proposal must be included.
2. Proposer Questionnaire	Provide response to the questions listed on section 2.4 and 2.5
3. References	Include a total of 3 references similar in size to Garland ISD preferably in K-12 market.
4. Proposal of System	Provide solution to proposal following the guidelines listed on 2.2
5. Compliance Form, Certificate for Criminal History Check, Confidential Information Declaration, Insurance Certification and Texas Data Privacy Agreement	Attach the completed forms

### **EVALUATION CRITERIA**

Evaluation Criteria		Max Points
1.	Purchase Price	40
2.	Reputation of the vendor and the vendor's goods or services (references)	10
3.	Quality of vendor's goods and services (Vendor questionnaire – Technical Requirements)	30
4.	Extent to which the goods or services meet the district's needs (Vendor questionnaire - Supplier Required)	20
5.	Vendors Past relationship with the District	0
6.	The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.	0
7.	Long-Term cost to the district to acquire the vendor's goods and services.	0
8.	Whether the vendor's ultimate parent company or majority owner: (A) Has its principal place of business in this state; or (B) Employs at least 500 persons in this state; and	0
<b>Maximum Total Points</b>		<b>100</b>

## Attachment A Supplier Questionnaire

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

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

2. References:
- | <u>Name</u> | <u>Telephone Number</u> |
|-------------|-------------------------|
|             |                         |
|             |                         |
|             |                         |

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

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

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes ☐  
No ☐  
For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address [www.epcnt.com](http://www.epcnt.com).

Several governmental entities (a membership list is available at the CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specification, and pricing would apply? Yes ☐  
No ☐  
For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address [www.txctpa.org](http://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 a 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.



**Attachment A (continued)**

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5. The Garland ISD has authorized district employees to use a credit card (Bank of America Master Card) to make purchases for business purposes.
- 5.1. Will your company accept these credit card purchases? Yes ☐ No ☐
- 5.2. Does your company utilize level 3 data card processing information? Yes ☐ No ☐
6. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_ (state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes ☐ No ☐
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes ☐ No ☐
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes ☐ No ☐

**Pricing Sheet**

<b><u>Line Item 1</u></b>	Scanning Services Daily Rate (8 hours)	\$
<b><u>Line Item 2</u></b>	Scanning Services Half Day (4 hours)	\$
<b><u>Line Item 3</u></b>	Scanning Services Hourly Rate	\$
<b><u>Line Item 4</u></b>	Shredding Services Daily Rate (8 hours)	\$
<b><u>Line Item 5</u></b>	Shredding Services Half Day (4 hours)	\$
<b><u>Line Item 6</u></b>	Shredding Services Hourly Rate	\$

## Compliance Form

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

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

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

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Company Name

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Address

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City

State

Zip

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Printed Name

Title

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Signature

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Email Address

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Telephone #

Fax #

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

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**“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.

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Signature

Title

Date

## Confidential Information Declaration & Copyright Authorization Form

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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:

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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)

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Company Name	Insured By:	Printed Name	Certificate Number
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DATA PRIVACY AGREEMENT (DPA)  
FOR TEXAS K-12 INSTITUTIONS

Garland Independent School District

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LEA NAME [Box 1]

DATE [Box 2]

and

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OPERATOR NAME [Box 3]

DATE [Box 4]

## **Background and Instructions**

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

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

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

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

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

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

## RECITALS

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

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

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

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

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

## ARTICLE I: PURPOSE AND SCOPE

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

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

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

## ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

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

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

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

### ARTICLE III: DUTIES OF LEA

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

### ARTICLE IV: DUTIES OF OPERATOR

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



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

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

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

## ARTICLE V: DATA PROVISIONS

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

- g. **Periodic Risk Assessment.** Operator shall conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Operator will provide the LEA an executive summary of the risk assessment or equivalent report and confirmation of remediation.
  - h. **Backups.** Operator agrees to maintain backup copies, backed up at least daily, of Data in case of Operator's system failure or any other unforeseen event resulting in loss of any portion of Data.
  - i. **Audits.** Within 30 days of receiving a request from the LEA, and not to exceed one request per year, the LEA may audit the measures outlined in the DPA. The Operator will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Operator and/or delivery of Services to students and/or LEA, and shall provide full access to the Operator's facilities, staff, agents and LEA's Data and all records pertaining to the Operator, LEA and delivery of Services to the Operator. Failure to cooperate shall be deemed a material breach of the DPA. The LEA may request an additional audit if a material concern is identified.
  - j. Operator shall have a written incident response plan that reflects best practices and is consistent with  
  
industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of any portion of Data, including PII, and agrees to provide LEA, upon request, an executive summary of the written incident response plan.
2. **Data Breach.** When Operator reasonably suspects and/or becomes aware of an unauthorized disclosure or security breach concerning any Data covered by this Agreement, Operator shall notify the District within 24 hours. The Operator shall take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If the incident involves criminal intent, then the Operator will follow direction from the Law Enforcement Agencies involved in the case.
- a. The security breach notification to the LEA shall be written in plain language, and address the following
    - 1. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
    - 2. A description of the circumstances surrounding the disclosure or breach, including the actual or estimated, time and date of the breach, and Whether the notification was delayed as a result of a law enforcement investigation.
  - b. Operator agrees to adhere to all requirements in applicable state and federal law with respect to a Data breach or disclosure, including any required responsibilities and procedures for notification or mitigation
  - c. In the event of a breach or unauthorized disclosure, the Operator shall cooperate fully with the LEA, including, but not limited to providing appropriate notification to individuals impacted by the breach or disclosure. Operator will reimburse the LEA in full for all costs incurred by the LEA in investigation and remediation of any Security Breach caused in whole or in part by Operator or Operator's subprocessors, including but not limited to costs of providing notification and providing one year's credit monitoring to affected individuals if PII exposed during the breach could be used to commit financial identity theft.
  - d. The LEA may immediately terminate the Service Agreement if the LEA determines the Operator has breached a material term of this DPA.
  - e. The Operator's obligations under Section 7 shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.

## ARTICLE VI- GENERAL OFFER OF PRIVACYTERMS

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

## ARTICLE VII: MISCELLANEOUS

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

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

The designated representative for the LEA for this Agreement is:

First Name:	Matthew	[Box 11]
Last Name:	Yeager	[Box 12]
LEA's Name:	Garland Independent School District	[Box 13]
Title of Representative:	Assistant Superintendent of Technology	[Box 14]

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

[Signature Page Follows]

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

**Operator's Representative:**

BY: \_\_\_\_\_ [Box 15]      Date: \_\_\_\_\_ [Box 16]

Printed Name: \_\_\_\_\_ [Box 17]      Title/Position: \_\_\_\_\_ [Box 18]

Address for Notice Purposes: \_\_\_\_\_ [Box 19]

**LEA's Representative**

BY: \_\_\_\_\_ [Box 20]      Date: \_\_\_\_\_ [Box 21]

Printed Name: **Matthew Yeager** \_\_\_\_\_ [Box 22]      Title/Position: Assistant Superintendent of Technology \_\_\_\_\_ [Box 23]

Address for Notice Purposes: **410 Stadium Dr, Garland, TX 75040** \_\_\_\_\_ [Box 24]

*Note: Electronic signature not permitted.*

**EXHIBIT “A”**

DESCRIPTION OF SERVICES

Description : [Box 25]

## **EXHIBIT “ B”**

### SCHEDULE OF DATA

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

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

### SCHEDULE OF DATA

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



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

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

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

## **EXHIBIT “C”**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

## **EXHIBIT “D”**

### **SAMPLE REQUEST FOR RETURN OR DELETION OF DATA**

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

\_\_\_\_\_ directs \_\_\_\_\_ to  
LEA OPERATOR

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

#### **1. Extent of Return or Disposition**

☐

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

☐

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

#### **2. Nature of Return or Disposition**

☐

Disposition shall be by destruction or deletion of data.

☐

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

### **3. Timing of Return or Disposition**

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

☐

As soon as commercially practicable

☐

By the following agreed upon date:

### **4. Signatures**

\_\_\_\_\_  
Authorized Representative of LEA

\_\_\_\_\_  
Date:

### **5. Verification of Disposition of Data**

\_\_\_\_\_  
Authorized Representative of Operator

\_\_\_\_\_  
Date:

## **EXHIBIT “ E”**

### GENERAL OFFER OF PRIVACY TERMS

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

#### **1. Offer of Terms**

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

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

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

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

#### **Operator’s Representative:**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

#### **2. Subscribing LEA**

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

#### **Subscribing LEA’s Representative:**

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_



**EXHIBIT “F”**

DATA SECURITY

**1. Operator’s Security Contact Information:**

\_\_\_\_\_ [Box 26]  
Named Security Contact

\_\_\_\_\_ [Box 27]  
Email of Security Contact

\_\_\_\_\_ [Box 28]  
Phone Number of Security Contact

**2. List of Operator’s Subprocessors:**

[Box 29]

**3. Additional Data Security Measures:**

[Box 30]

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

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

WITNESSETH:

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

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

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

Garland Independent School District

Company: \_\_\_\_\_

Name: Matthew Yeager

Name: \_\_\_\_\_

Title: Executive Technology Officer

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_