



**PLEASE NOTE, PURCHASING HAS RELOCATED.  
OUR NEW ADDRESS IS LISTED BELOW:**

***GARLAND INDEPENDENT SCHOOL DISTRICT***

**PURCHASING DEPARTMENT**

***501 S. Jupiter***

***Garland, Texas 75042***

**REQUEST FOR PROPOSAL**

**ON: Oracle Consultant Services, PROPOSAL #305**

**January 29, 2008**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 AM LOCAL TIME ON February 19, 2008.**

You are invited to submit a proposal to provide Oracle Consultant Services to the Garland Independent School District from April 4, 2008 (or date of award) through April 4, 2009, with the District's option to renew the contract annually through April 4, 2011.

This Request For Proposal includes General Concept, Instructions/General Conditions, Special Terms and Conditions, Deviation Compliance Form and Proposal Form/Specifications. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

**Total Pages: 26**

**THIS RFP WILL NOT BE OPENED OR READ PUBLICLY.**

DELIVERY DATE: \_\_\_\_\_(or \_\_\_ Days ARO)  
-After Receipt of Order-

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

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

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

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

*Mark A. Booker*

Mark A. Booker  
Director of Purchasing

Facsimile Purchase Order Accepted \_\_\_ Yes \_\_\_ No  
Bidder prefers printed copy (only) \_\_\_ **or**  
diskette \_\_\_\_\_ for future Request For Proposals.

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

- Request for Proposals (RFP) released to potential proposers.
- Deadline for receiving proposals.
- The District reviews all proposals and selects proposals reasonably qualified for selection of award.
- The District and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by GISD's Director of Purchasing and will include only those initial proposals that the Director determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.
- Recommendation to District Board of Trustees for contract award.

## 1. INSTRUCTIONS TO VENDORS

### 1.1 Submission of Proposals:

1.1.1. For clarification of the specification(s) of this Request For Proposal, bidder may contact:

**Linda Lester, Buyer at 972-487-3044**

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

**1.1.2 All addenda will be issued via the district website at [www.garlandisd.net/departments/purchasing/currentbids.asp](http://www.garlandisd.net/departments/purchasing/currentbids.asp) (Current Bid List). All addenda, if required, will be posted on the aforementioned website by **February 13, 2008 at 3:00 PM. It is the vendor's responsibility to check this website for addenda postings prior to submitting responses.****

1.1.3 Questions pertaining to proposing procedures should be directed to Purchasing Department, Garland I.S.D. Proposers finding errors, requests for additional information, omissions, or corrections that need to be made in the specifications shall contact the Purchasing Department in writing by February 11, 2008, 3:00 PM before Proposal is due. You may submit this information via fax to 972/487-3097 or email to [msmccord@garlandisd.net](mailto:msmccord@garlandisd.net).

**1.1.4 PLEASE PROVIDE ONE (1) EXTRA COPY OF RFP! ONE COPY SHALL BE MARKED "ORIGINAL" AND THE OTHER "COPY."**

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

**Garland ISD Purchasing Department**

501 S. Jupiter, Garland, Texas 75042. (Follow signs to the “Bid Depository”.)

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

**Garland ISD Purchasing Department**

P. O. Box 469026, Garland, Texas 75046-9026

Clearly mark all Proposal envelopes as instructed (#1.1.6. below).

Allow sufficient transit time.

**\*\*Delivery of Proposal envelope to other Departments within the GISD is not considered as delivery to the Purchasing Department.\*\***

- 1.1.6. Once completed and signed, return your Proposal form to the Garland ISD Purchasing Department (as instructed above). Mark the sealed return envelope in the lower left hand corner as follows:

**RFP #305, Oracle Consultant Services**

**DUE: February 19, 2008, 10:30 AM Local Time**

**(Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 AM the first date the district is open to conduct business)**

- 1.1.7. Proposals received at the GISD Purchasing Office 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. Oral or telegraphic proposals transmitted via the District’s facsimile machine are not acceptable. Proposals must be submitted to the District in a sealed envelope. **DO NOT FAX YOUR PROPOSAL!**
- 1.1.9. Proposal must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a “mistake in Proposal”, and the Proposal will be rejected as “non-responsive”.
- 1.1.10. Purchases made against this Request For Proposal are for District use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your Proposal.
- 1.1.11. All pages of this Request For Proposal are to be returned with your proposal. It is the vendor’s responsibility to ensure the number of pages received is the same number listed on the front of this document. Vendor shall contact the Purchasing Department if discrepancies exist.
- 1.1.12. All prices must be typed or written in ink on the appropriate specification/pricing form(s).

1.1.13. No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.14. The District’s list of prospective proposers is being updated. To remain on Proposal lists you must either submit a proposal or return this Request For Proposal marked “NO BID”.

1.1.15. References - School districts (comparable in size to GISD’s A.D.A. of approx. 50,000 students)-preferred, other state agencies, other customers, etc. will be evaluated with regard to the size and scope of product/service as proposed:

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

**NOTE: Proposers failing to submit at least 2 references may not be considered for award.**

1.1.16. The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities:

- City of Garland
- Mesquite ISD
- Plano ISD
- Carrollton-Farmers Branch ISD

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

1.1.17. 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 vendor) agree that all terms, conditions, specifications, and pricing would apply? \_\_\_\_\_Yes \_\_\_\_\_No

If you (the Vendor) checked yes, the following will apply.  
Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity’s debts. Each governmental entity will order their own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address:  
<http://www.lisd.net/purchasing/NTEPChomepage1.htm>

1.1.18. Quantities or dollar expenditures listed herein reflect the GISD’s estimated current requirements for one year (or time frame as otherwise specified) and may be exceeded by 25%. The GISD may elect to place several orders during the term of this RFP. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

1.1.19. A proposal that has been opened may not be changed for the purpose of correcting an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.1.20. Vendors desiring a bid tabulation sheet resulting from this Request For Proposal may visit our web site at [www.garlandisd.net/departments/purchasing/bidtabulation.asp](http://www.garlandisd.net/departments/purchasing/bidtabulation.asp). 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 facsimile.

1.1.21. Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the GISD Deviation/Compliance Form attached hereto – not on a cover letter, catalog, etc.

## 1.2. Award/Evaluation of Proposals

1.2.1. 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 Garland Independent School District.

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

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

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

1.2.3. The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident under prices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002.

1.2.3.1. Proposer's principal place of business (or main corporate office) is located in \_\_\_\_\_(state).

1.2.3.2. Proposer's principal place of business is located within the boundaries of the Garland Independent School District.  Yes  No

1.2.4. 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, unless the proposer states otherwise. Proposals shall cover the entire program as described herein. Proposers shall also include copies of any contracts required by the vendors.

- 1.2.5. The Garland Independent School District may give preference to products made of recycled materials if the products meet applicable specifications and standards and no extra cost is involved. Proposers are requested to assist the GISD in identifying (1) procedures or specifications that discriminate against products made of recycled materials (2) products made of recycled materials, and (3) products that may be recycled after serving their intended use.
- 1.2.6. Proposers offering recycled products are to indicate “Recycled Product” beside applicable item(s) on proposal sheet.
- 1.2.7. 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 in paragraph 1.2.10. below.
- 1.2.8. It is not the policy of the Garland Independent School District to award contracts based solely on ‘low bid/proposal’. \*The following criteria are used by the Garland ISD to evaluate the overall ‘best value’:
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 the laws and rules relating to historically under-utilized businesses;
  7. The total long-term cost to the district to acquire the vendor’s goods and services; &
  8. Any other relevant factor specifically listed in this Request For Proposal.
- \*Per Texas Education Code, Subchapter B, Sec. 44.031(b)**
- 1.2.9. 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 Vendor Performance Tracking System (<http://www.tbpc.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District.
- 1.2.10. Proposal results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$50,000) at the earliest opportunity following the official opening date.
- 1.2.11. Proposers and prospective proposers are encouraged to suggest improved product and/or services for future consideration by the District. Any literature/brochures regarding such products or services should be submitted separately from the proposal submitted in response to this Request For Proposal.

- 1.2.12. Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department in accordance with 1.1.3. 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.
- 1.2.13. 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).
- 1.2.14. 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. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? \_\_\_\_\_ Yes \_\_\_\_\_ No

## **2. CERTIFICATIONS**

- 2.1 By signing this Request For Proposal, the undersigned proposer affirms that its company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by any employee or agent to any other person or firm engaged in this type of business prior to the official opening of this proposal.
- 2.2 The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual and/or firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal.
- 2.3 By signing this Request For Proposal, the 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. Failure of proposer to sign RFP will render RFP null and void.
- 2.4 If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the vendor from signing and submitting a signed proposal.

- 2.5 By submitting a response to this request, vendor 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 [www.Garlandisd.net](http://www.Garlandisd.net) departments/purchasing/conflict\_of\_interest.asp. Failure to comply with this provision may result in the bid being considered non-responsive.

### 3. TERMS AND CONDITIONS

- 3.1 Brands are given as a guide; other brands equal in quality, designs, and workmanship may be proposed. If bidding an alternate brand model, so indicate beside each item. If bidder does not specify alternate brand and model, the brand requested by the District must be furnished. **Vendors may only submit one bid per line item.**
- 3.2 Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding “or equal” items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as “or equal”. Failure to do so will result in the rejection of your proposal.
- 3.3 Cash/prompt payment discounts offered will not be considered in determining the award but will be taken if earned.
- 3.4 Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).
- 3.5 Vendors selected to perform work on Garland Independent School District property will prior to performance of work on site, be required to provide the school or department involved a listing of hazardous materials (materials with applicable Material Safety Data Sheets) to be used, certify that their employees have been properly trained in handling these materials, and certify that they comply with applicable provisions of the Hazard Communications Act. Any changes or additions to the list of hazardous materials must be reported in writing prior to use of the materials on the site. A copy of the initial list as well as changes thereto must also be provided to the GISD Purchasing Department. The correspondence must reflect the applicable purchase order number.
- 3.6 Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)
- 3.7 Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as if listed in full text. Copies of applicable clauses may be obtained from (or reviewed at) any federal purchasing activity.
- 3.8 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.



- 3.9 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 faxing a copy of the purchase order utilizing the same PO number and noting a revision number in the header. **IT IS THE VENDOR'S RESPONSIBILITY TO TRACK PURCHASE ORDER NUMBER & APPLICABLE REVISIONS. DOUBLE SHIPMENTS INCURRED AS A RESULT OF AN AMENDED PO WILL BE RETURNED AT THE VENDOR'S EXPENSE.**
- 3.10 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:
- (a) Invoice is received at the address indicated on the purchase order
  - (b) Pricing on the invoice matches the price on the purchase order
  - (c) Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
  - (d) Quantities on the invoice do not exceed those specified on the Purchase Order
  - (e) Unique invoice number used for each billing
  - (f) Merchandise has been shipped

Description of goods and services on the invoice shall match the description on the Purchase Order. 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 vendor's performance rating.

- 3.11 Quantities may be increased or decreased at the discretion of the District.  
\*Quantities listed herein are best estimates only and cannot be guaranteed.
- 3.12 No smoking or use of any tobacco products is permitted on school property.
- 3.13 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.
- 3.14 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.
- 3.15 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.

- 3.16 Successful proposer(s) hereby assigns to purchaser 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.
- 3.17 Any assignment by Vendor of this contract or any part thereof without written consent of Garland ISD shall be void.
- 3.18 Funds are not presently available for fiscal year 2008-09 and later (after August 31, 2008). 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.
- 3.19 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.
- 3.20 The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request For Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request For Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.
- 3.21 The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

- 3.22 To the fullest extent permitted by applicable law, the Vendor 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 and its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, 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.
- 3.23 Upon request by Garland ISD, 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 at the expense of Garland ISD and will be held at a location where those business documents are being held at the time or audit request.
- 3.24 Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Tex. Govt. Code Ch. 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information before responding to this invitation.
- The proposer must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a proposal that the proposer claims is confidential or proprietary. On demand, the proposer must submit in writing specific detailed reasons, including any relevant legal authority for any claim of confidentiality. The District may reject as non-conforming any proposal that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All proposals and parts of proposals that are not marked as confidential or proprietary will be considered public information after the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked.

In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request an opinion from the Texas Attorney General concerning whether such material must be disclosed. Submission of material marked "confidential" or "proprietary" constitutes agreement by the proposer to reimburse the District for all costs incurred by the District in connection with such an Attorney General request, including attorney fees incurred by the District.

Copyrighted proposals are unacceptable and will be disqualified as non-responsive.

- 3.25 Attached Insurance Requirements apply to this Bid Invitation and any resulting award. The Insurance Certificate is not required to be submitted with this bid; however, if bidder is to receive an award, the certificate must be submitted to the Garland ISD Purchasing Office prior to commencement of work on District Property within five (5) days of verbal or written request by the Purchasing Office (whichever is earlier). The certificate must be prepared correctly and submitted to the Garland Independent School District before award can be made.

**DEVIATION/COMPLIANCE FORM**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

If the undersigned supplier intends to deviate from the General Conditions, Standard Terms and Conditions or Item Specifications listed in this document, all such 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 Standard Terms and Conditions, Item Specifications, and all other information contained in this document.

If yes is checked, please list below (attach additional sheets, if needed):

\_\_\_\_\_  
\_\_\_\_\_  
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**This will be an additional evaluated factor.**

**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.

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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**GARLAND INDEPENDENT SCHOOL DISTRICT  
PROPOSAL FORM/SPECIFICATION  
COMPANY NAME: \_\_\_\_\_  
EMPLOYMENT ELIGIBILITY GUIDELINES:**

Every contract employee (or applicant) who will have contact with District students shall have a criminal history search performed and reported prior to being allowed to work on District property.

**There will be no exceptions.**

Criminal history returns often show arrests but fail to report this disposition. Staff limitations prevent the District from contracting each employee to request disposition. The contractor, employee (or potential employee) will be reported as ineligible until they provide the District with an official transcript or record of this disposition.

The employee (or applicant) will be cleared or reported as eligible for work under this contract after the contractor provides the District with the official record or disposition showing that the employee/applicant was found not guilty or that the charges were dismissed.

Contractor, employee, or applicant who have active warrants for their arrest charging them with any criminal violation, who have charges pending on any criminal violation or who have been convicted, placed on probation, or deferred adjudication for the following offenses are not eligible to work on Garland ISD property (or school functions otherwise included under this contract):

1. Any offense against a child;
2. Any sex offense;
3. Any felony;
4. Misdemeanor possession of a controlled substance within 10 years of date of application
5. Any weapon offense;
6. Theft, larceny, fraud, issuance of a bad check, theft by check above the class C misdemeanor level, or more than one offense at the class C level;
7. Alcohol offenses, including DWI, that in the aggregate equal 2 or more, or 2 when they occur within one year of each other. One DWI will not disqualify an applicant from consideration for a position that involves the operation of District vehicle or the transportation of students or staff;
8. Forgery;
9. Altering on Official Document;
10. Perjury; or
11. Securing executing of a document by deception

The District may in its sole discretion deem an employee ineligible as a result of offenses not listed above if the District determines that such an action is in the best interests of the District. Determinations of ineligibility shall not be made on any basis, which would violate any law prohibiting discrimination on the basis of ethnicity, race, creed, color, gender, age, or religion.

## GENERAL REQUIREMENTS/SPECIFICATIONS

1. Vendor(s) agrees to provide the GISD with qualified personnel on the Garland Independent School District's designated premises within eight (8) hours of the initial contact by GISD Personnel.
2. Garland ISD and vendor(s) agree that the conduct of service personnel is to be guided by a set of rules agreed upon by the GISD and the vendor(s) and any special instructions deemed applicable by Garland ISD. It shall be agreed that the service personnel's personal grooming habits will be subject to reasonable standards set by the Garland Independent School District.
3. Vendor(s) agree that services performed by this contract shall be performed by qualified, responsible, trained employees, in the strictest conformity with the best business practices and standards as may be prescribed by Garland ISD.
4. Vendor(s) further agree that upon request by Garland ISD it will immediately remove from service any employee who, in the opinion of Garland ISD, is guilty of improper conduct, is not qualified or needed to perform the work assigned, or by reason of being in the best interest of the Garland ISD.
5. All prices must remain firm for duration of contract.
6. Personnel must be able to communicate both verbally and in writing. Certain positions must be able to read and write in English because of job requirements. Personnel must project a professional image and deal with all people in a courteous and positive manner.
7. Garland ISD may make such investigations as deemed necessary to determine the ability of the vendor(s) to provide the services according to the job requirements and the vendor(s) shall furnish to the GISD all such information and data for the purpose as the GISD may request.
8. Garland ISD reserves the right to reject any proposal or any part of a proposal if the evidence submitted by, or investigation of said proposer, fail to satisfy the GISD that the proposer is qualified to carry out the obligations of the contract and to complete the work stipulated therein.
9. Temporary service employees must remain with the service provider for sixty (60) calendar days before they are eligible to become GISD employees. At such time the GISD may elect to hire the employee(s) at no cost or obligation to the vendor(s).
10. Temporary service organization will do all pre-employment checks, screenings and interviews.
11. Temporary workers will be responsible for recording time worked, for securing the appropriate GISD signature approvals, and for routing time records to the temporary service provider. GISD will not fax time records of temporary workers.
12. The vendor will provide an updated list of the names of temporary workers placed, the location placed, and the hours worked with each invoice.
13. If the temporary service organization terminates the contract prior to its expiration date, GISD reserves the right to hire any temporary employees working for the District at that time with no penalty or expense to either the District or the employees.
14. All temporaries must have the right to work in the United States of America.
15. Supplying temporary workers who are illegal aliens shall be grounds for immediate termination of the temporary employment service contract.



## VENDOR RESPONSIBILITY

Vendor(s) warrants to Garland Independent School District that they will provide personnel that have adequately trained and who possess the knowledge necessary to perform assigned tasks in a manner that meets industry standards. Vendor(s) employees shall be neat and clean, as determined by the GISD. **Vendor(s) employees will wear photo identification badges, bearing the employee's picture and name at all times while on GISD property.** Vendor(s) shall ensure that all of its personnel abide by all safety rules and regulations set by the GISD Board of Trustees and administrative guidelines, and Federal, State or Local governments. Vendor(s) shall indemnify, and hold harmless, the GISD against all claims, judgments, awards, legal fees or costs resulting from death, injury, loss of employment or loss of wages arising out of this contract or from their employees assigned to work for the Garland ISD.

Vendor(s) warrants to the GISD that all of their employees assigned to work for the GISD have been properly screened to insure that none have been convicted, or at present under indictment, have pending charges or investigations of any criminal conduct excepting minor traffic violations. In the event of a conviction, all relevant circumstances, such as how long ago the conviction occurred and the crime involved, will be considered in relation to specific job requirements. It is the responsibility of the vendor(s) to obtain a waiver from each employee that allows a check of his or her criminal history prior to assignment to the GISD. **The vendor(s) shall be responsible for performing criminal history checks on each employee prior to assigning them to the Garland ISD. All criminal history checks must be forwarded to the GISD Auxiliary Personnel Department.**

**Vendor(s) agrees to make available the personnel file of any employee when requested by the Garland ISD.**

**GARLAND INDEPENDENT SCHOOL DISTRICT  
PROPOSAL FORM**

**COMPANY NAME:** \_\_\_\_\_

The GISD is requiring temporary services for professional personnel throughout the term of this contract consisting of (but not limited to) the following:

(Please check each category of which your company can provide personnel):

Oracle Team

- Oracle DBA
- Oracle Technical Analyst
- Oracle Reports Developer

**ORACLE TEAM POSITIONS**

**Oracle DBA**

**Qualifications:**

- 3+ years of Experience in Oracle DBA activities.
- Must have hands on in designing the Database, and writing Stored Procedure, Triggers & views.
- Must have sound knowledge of replication, performance tuning/ optimization, and patching.
- Should have the knowledge of DB Design tools.
- A self-starter and willing to tackle new challenges and Strong desire to innovate.
- Excellent oral and written communication skills desirable.
- Strong sense of software quality assurance.
- Exposure in ERP solution / large size software maintenance/development projects.
- Hard working, excellent communication skills, and possessing positive attitude.
- Should have the knowledge of installing Oracle on different platforms.
- Monitoring and troubleshooting Oracle applications.

**Responsibilities:**

- Responsible for the design and development of database as part of the product design and development team of application development projects.
- Will be required to prepare detailed design specs and implement/ code software components, interfaces and services based on these designs.
- Should be able to deliver in time with quality.

## **Oracle Technical Analyst**

### **Qualifications:**

- Bachelor's degree in computer or related field (MIS or Computer Science or equivalent)
- Minimum 2 years software development with 11i Oracle Applications and Development Tools.
- Minimum 2 years experience with JAVA development
- Must have 2 years experience with some or all of the following Oracle Tools: Form Builder 6i, Report Builder 6i, Workflow, JDeveloper, SQL, PL-SQL
- Experience with some or all of the following Oracle Modules: GL, INV, Order Management, AP, AR, FA, Projects, HR, Payroll, iProcurement, iExpense
- Oracle 9i or 10g Database experience
- Strong communication skills
- Ability to work well within a team and individually

### **Responsibilities:**

- Consult with functional analyst for design and development of new/modified applications.
- Design, develop and maintain technical interfaces from various legacy systems.
- Design, develop, and maintain report, forms, & workflow modifications.
- All design and development is to be completed using base Oracle Applications 11i functionality as much as possible.

## **Oracle Reports Developer**

### **Qualifications:**

- Minimum 2-3 years experience as an Oracle Reports developer and working knowledge of Oracle 9i and 10g
- Must have experience with Reports 6i/9i and PL/SQL (including program units)
- Experience with Discoverer (Admin and User Edition), Financial Statement Generator, Advanced Report and PL/SQL Tuning, XML Publisher
- Must have a working functional knowledge (any combination) of GL, AP, AR, Projects, Purchasing, Inventory, HR, Payroll, Oracle Time and Labor
- Strong communication skills
- K12 or Public Sector accounting knowledge (preferred)
- Texas and Federal reporting requirements knowledge (preferred)

### **Responsibilities:**

- Development of new reports as requested by GISD for implemented Oracle modules.
- Report enhancement and tuning of existing GISD reports.
- Responsible for creating a detailed technical design based on high level requirement specifications in addition to the reports.
- Ensure that all reports are accurate, well-tuned, and documented.

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The Company bill rate shall be computed as follows:

**The sum of the hourly rate paid to the employee multiplied by the proposed mark-up percentage.**

**Example:**

<b>Hourly rate paid to employee</b>	<b>\$15.00</b>
<b>Mark-up percentage</b>	<b>4%</b>
<b>Mark up amount</b>	<b>.60</b>
<b>Bill rate</b>	<b>15.60</b>

1. State your proposed **Mark-up Percentage**: \_\_\_\_\_%

The District anticipates making multiple awards for this contract but reserves the right to award to a single vendor if in the best interest of the District.

## MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made and entered into by and between the Garland Independent School District (“District”), 501 South Jupiter, P.O. Box 469026, Garland, Texas 75046-9026, and \_\_\_\_\_ (“Provider”), \_\_\_\_\_(address).

### A. Terms and Conditions of Services

1. This Agreement, with any attachments or exhibits, sets forth the terms and conditions by which District retains Provider for the performance of services (“Services”) for a Project or Projects. Provider will perform the Services described in one or more Statements of Work (“SOW”) attached hereto as “Exhibit A” and incorporated herein. Cost and payment terms for the Services are set forth in the SOW(s). District and Provider may agree to additional services and charges, which shall be described in writing in one or more separate SOWs signed by both parties before the performance of such additional services. Any such separate SOW shall be subject to the terms and conditions of this Agreement.
2. Provider will perform all Services described in the SOW in accordance with all applicable District policies, state and federal laws and local ordinances and codes. Such services shall be done in a manner satisfactory to District, using the highest degree of care and skill ordinarily exercised by reputable providers performing such services.
3. District shall make good faith efforts to cooperate with Provider with regard to Provider performing the Services, and shall, to the extent the District determines appropriate and proper for a given Project and at District’s sole discretion, perform the following tasks:
  - (a) Designate in writing a person or persons to act as the District's representative with respect to the services to be rendered under this Agreement.
  - (b) Provide criteria and information as to the District's requirements for the Project.
  - (c) Assist Provider by placing at its disposal available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
4. Provider acknowledges that District is a political subdivision of the State of Texas subject to the Texas Public Information Act, and that documents and information furnished to District may be subject to disclosure to the public upon request. Provider will mark each page of any document it believes to be confidential or proprietary with the words “CONFIDENTIAL” or “PROPRIETARY” in bold red letters. On demand, the Provider must submit in writing specific detailed reasons, including any relevant legal authority, for any such belief. In the event that District receives a request under the Act for information that is marked confidential or proprietary under this Agreement, it will provide Provider with a copy of such request within a reasonable time. The District may request an opinion of the Attorney General of the State of Texas in accordance with Tex. Govt. Code §552.305 concerning whether such information may be revealed. Compliance with an opinion issued by the Attorney General shall be an absolute defense to any claim by Provider that District wrongfully disclosed proprietary or confidential information.

## B. Independent Contractor; Qualification to Work

1. Provider will perform all Services as an independent contractor, and this Agreement will not be construed to create a partnership, joint venture, or employment relationship between District and Provider. Provider will not represent itself to be an employee or agent of District and has no authority to enter into any agreement on behalf of District or bind the District to any obligation to a third party.
2. Provider represents and warrants that its employees or agents assigned to perform any Services under this Agreement possess the education, skill, and experience required for the satisfactory performance of the Services. Before the date Services are scheduled to commence pursuant to the Statement, Provider will furnish to the District copies of any license, certificate, or other record of qualification for any employee or contractor of Provider assigned to perform services under this Agreement.
3. As required by Texas Education Code §44.034(a), Provider will give advance notice to the District if Provider or an owner or operator of Provider has been convicted of a felony, including a general description of the conduct resulting in the conviction of a felony. These requirements do not apply to a publicly held corporation. The District may terminate this Agreement if the District determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The District shall pay Provider for Services agreed to in the Statement performed before the termination of the Agreement. Provider will perform a criminal history background check on any person assigned to perform Services and shall provide the results to District in writing before Services commence. No person who has been convicted of a felony or any misdemeanor involving moral turpitude may be assigned to work under this Agreement. Provider will notify District immediately if any person performing Services is arrested for or convicted of any felony or misdemeanor involving moral turpitude, and Provider will remove such person from performing Services.
4. Provider shall appoint a project manager (“Project Manager”) to be Provider’s primary contact with District and to (1) manage and oversee the performance of the Services; (2) work with District’s Project Manager to monitor progress and administer any required changes mutually agreed to by the parties; (3) schedule and participate in any status meetings, and (4) provide periodic progress reports as the parties may deem necessary.
5. District shall have the right to request that any employee of Provider no longer be assigned to perform Services under this Agreement, and Provider agrees to immediately remove such employee and reassign another qualified individual acceptable to District to perform Services under this Agreement.

## C. Consideration and Payment

1. In consideration of Provider’s performance of the Services as set out in the SOW, District shall pay Provider as set forth in the Statement. Payments shall be subject to the provisions of Tex. Govt. Code Ch. 2251.
2. If applicable, pursuant to Government Code §2254.003, the fees for Services shall be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum provided by law.

3. District and Provider expressly agree that a part of the consideration inducing the District to execute this contract is that the District may collect from Provider a sum equal to \_\_\_\_\_ per day for each additional calendar day beyond the agreed date on which Provider's performance of Services shall be completed, unless such delay is solely due to actions of the District or causes not reasonably within the control or contemplation of Provider. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages that will be sustained by the District in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by delay in access to or use of the end-product of the Services, additional compensation to personnel, loss of interest on money, inconvenience and other miscellaneous costs, all of which are difficult of exact ascertainment.

#### D. Insurance

1. Provider will be solely responsible for obtaining and maintaining appropriate insurance coverage during the duration of this Agreement for Provider's activities and performance of Services, including but not limited to comprehensive general liability insurance and professional liability insurance in amounts set forth in Exhibit B. Provider shall maintain, or cause to be maintained, worker's compensation and other insurance as required by law.
2. Provider will furnish District with copies of the certificates of insurance before beginning the Services, and will promptly notify District in the event of cancellation or change in such insurance. Provider will name District as an additional insured on applicable policies and will pay any costs resulting there from.

#### E. Term and Termination

1. This Agreement shall become effective as of the final date of execution by the parties. Provider shall begin providing Services on the date specified in the SOW and shall provide such services in accordance with the SOW.
2. This Agreement may be terminated by the District, at any time, with or without cause, by written notice of termination given to Provider to be effective as of a specified date not less than twenty (20) calendar days from the date of such notice.
3. Either party may terminate this Agreement upon breach by the other party of any obligation under this Agreement and failure by such party to remedy such breach to the notifying party's reasonable satisfaction within fifteen (15) days after receipt by the other party of a written notice and demand for cure.
4. District may terminate this Agreement effective immediately if Provider becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency, reorganization or the protection of creditors' rights, or otherwise ceases to do business in the normal course.
5. If the Services will not be completed within the school budget year in which this Agreement is signed, the Agreement will be automatically terminated on the last day of the last school year in which funds are appropriated in the District's budget for such Services.

## F. Dispute Resolution

1. The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees and all other reasonable litigation expenses.
2. Any claims, disputes, or matters arising out of this Agreement between the District and Provider not settled by mediation, may be submitted to a court of appropriate jurisdiction. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises regarding this Agreement, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation. Should the parties be unable to reach agreement, an independent mediator may be selected by mutual consent of the parties to assist in a further effort to resolve the dispute. Furthermore, if the parties mutually agree to mediation, each party included in the mediation will bear an equal share of all costs related to the mediation. Any claims, disputes or matters arising out of the contract will be submitted to mediation only upon the mutual consent of the parties. In the event that mutual consent is not achieved, the parties are free to pursue any claims, disputes or matters in any manner allowed by law.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for the resolution of any disputes shall be Dallas County, Texas.

## G. General Provisions

1. Provider agrees to indemnify and hold harmless the District, its officers, agents and employees from and against any and all claims, costs, damages, penalties, expenses and liabilities, demands and causes of action (including, but not limited to, court costs and attorney's fees) directly or indirectly related to, resulting from or arising out of the performance or nonperformance of Services pursuant to this Agreement and any SOW.
2. Nothing in this Agreement or any SOW, or any other exhibit attached hereto, shall be construed to affect, alter or modify the governmental immunity of District. This Agreement does not have or create any third-party beneficiaries. Nothing in this Agreement, SOW, or any Exhibit attached hereto, shall be construed to create, expand, or form a basis for liability by District to any third party under any theory of law unless such a basis exists independently of this Agreement under State or federal law.
3. Neither this Agreement nor any of the obligations to be performed hereunder or the Services set out in the SOW may be assigned, directly or indirectly, by Provider without the prior written consent of District.
4. No delay or failure by any party in exercising or enforcing any of its rights or remedies under this Agreement or SOW shall constitute a waiver thereof.



- 5. Any notice or communication hereunder must be in writing and given by depositing same in the United States mail, addressed to the other party to be notified, postage prepaid and registered or certified with return receipt requested, or by delivering the same in person. Such notice shall be deemed received on the date on which it is hand delivered or on the date received. For purposes of notice, the parties' addresses shall be:

To Provider:

To District:

- 6. No amendment or modification of this Agreement or SOW, and no additional SOW, will be effective unless made in writing, signed by both parties hereto, and dated subsequent to the effective date of this Agreement.
- 7. If any provision or term of this Agreement is judicially determined to be invalid, void or unenforceable for any reason, the remainder of this Agreement shall remain valid and enforceable and shall in no way be affected, impaired, or invalidated if the same may be given effect without the void or invalid provision.
- 8. This Agreement, the SOW(s), and any Exhibit attached hereto, constitute the entire Agreement between the parties. No prior written promises or prior contemporaneous or subsequent oral promises or representations will be binding.

**IN WITNESS WHEREOF**, Provider and District have signed this Agreement as of the date and year written below:

PROVIDER:

GARLAND INDPENDENT  
SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

501 South Jupiter  
Garland, Texas 75042

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

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

STATEMENT OF WORK NUMBER \_\_\_\_\_

Describing a specific agreement between Garland Independent School District (District) and \_\_\_\_\_ (Provider) in accordance with the terms of the Master Services Agreement for dated \_\_\_\_\_, which is incorporated herein by reference.

Identification of Project:

General nature of Services:

Specific description of Services:

Schedule of Services:

Deliverables:

Method and terms of compensation:

Other special terms of SOW:

ACCEPTED:  
GARLAND ISD

PROVIDER

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

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

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_