PROPOSAL SPECIFICATIONS

RFP 2022-10-033

Administrative, Educational Consultants & Professional Development Services

SCOPE OF PROPOSAL

The Carrollton-Farmers Branch Independent School District (CFBISD) requests proposals from qualified firms to provide administrative or educational consulting and/or professional development services.

This RFP shall not guarantee the purchase of any services or goods, but to establish a list of Approved Vendors with the CFBISD.

All proposers must agree to fully warrant and guarantee all information in its response. CFBISD encourages all vendors to respond to this proposal, even if you are a Sole Source provider of the services and/or goods.

This proposal is being issued in accordance with the Title 2 of the Code of Federal Regulations (2 CFR) Part 200 requirements to procure vendors who provide goods and/or services using federal funding. This proposal may be used with local, state, or federal funded programs.

AWARD SCHEDULE

Awards will be made to multiple vendors on an incremental basis during the solicitation offering period. Vendors are encouraged to submit responses as soon as possible. As proposal responses are received or on a periodic basis, they will be opened, evaluated, and either accepted or rejected by the District, based on the criteria outlined within the request for proposal. Awards will be made throughout the open period of this solicitation and will be made upon acceptance of a proposal response.

TERM OF CONTRACT

The term of this contract will be from Date of Award for one-year (1) with the option to extend for four (4) additional one-year terms until October 31, 2027.

MINIMUM REQUIREMENTS

1. The successful respondent must be able to send PDF quotes and/or accept purchase orders via e-mail.
2. **Vendors shall not accept or process orders from any employee or representative of the District unless and until the vendor receives a valid Purchase Order and/or contract from Carrollton-Farmers Branch ISD.**
3. The commodities solicited in this request are for consulting services for administrative, academic or educational purposes. These consulting services could include:

Academic Facilities, E-rate, Technology, Parent Involvement, Financial, Statistical, Special Education, Public Affairs, Administration, Operational, Fine Arts and other services deemed appropriate.

4. The commodities solicited in this request for professional development services and materials could include:

Speakers, Training Instructors, Choreographers, Designers and any other services deemed appropriate.

PROPOSAL SUBMITTAL

A submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said proposal by the District. No products shall be delivered, nor work be performed without a Purchase Order issued to the successful vendor(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances are vendors to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

DISTRICT INFORMATION

The Carrollton-Farmers Branch ISD is located primarily in northwest Dallas County, Texas, with a smaller portion in southeast Denton County, and encompasses 53.42 square miles. The school district's boundaries are not the same as municipal boundaries; therefore, Carrollton-Farmers Branch ISD provides instructional services to children who live in portions of Carrollton, Farmers Branch, Addison, Coppell, Dallas, and Irving. There are approximately 24,000 students in five (5) high schools, three (3) specialty educational centers, six (6) middle schools, and 24 elementary schools. The Administrative offices are located at 1445 N. Perry Road, Carrollton, Texas 75006. Other administrative and support facilities are located elsewhere in the District.

The District employs approximately 3,500 full-time equivalent staff annually. The General Fund operating budget for the 2022-2023 school year is approximately $37,643,702 (*Source: 2022-2023 CFBISD Adopted Budget, available online at:* https://resources.finalsite.net/images/v1662056401/cfbisdedu/wutp2ms5ozlvxs2fn2iw/WebPosting2022-2023.pdf

GENERAL EVALUATION

CFBISD will award to various vendors meeting specifications for this RFP. Proposals must align with the objectives, goals, policies and procedures of the District.

CFBISD reserves the right to reject any or all proposals and to waive any formality or irregularity and to make the award of the contract in the best interest of the District.

ACCEPTANCE

Notification of award will be communicated by email and may be made public on the District's Purchasing website via CFBISD.edu

There is no guarantee of business through this award. The awarded vendors will be made available to all campuses and departments within the CFBISD and will be contacted on an as-needed basis for a quote.

INVOICES AND PAYMENTS

The offeror shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the contract number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to CFBISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by CFBISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the

invoice has been accepted by CFBISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

WARRANTY-PRICE

The price to be paid shall be that contained in Offeror's proposal which Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this request for similar quantities under similar or like conditions and methods of purchase. In the event Offeror breaches this warranty, the prices of the items shall be reduced to the Offeror's current prices on orders by others, or in the alternative, CFBISD may cancel this request without liability to Offeror for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

TERMINATION

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

CFBISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

CFBISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this request shall not be relevant to determine the meaning of this request even though the accepting party has knowledge of the performance and opportunity for objection.

APPLICABLE LAW

This request, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Dallas County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this request.

NOTIFICATION OF CRIMINAL RECORD

The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

INDEMNIFICATION AND HOLD HARMLESS

Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold CFBISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION

Copies of this request may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

ASSIGNMENT-DELEGATION

No right or interest in a contract resulting from this request process shall be assigned or any obligation delegated by Offeror without the written permission of the Carrollton-Farmers Branch Independent School District.

DISTRIBUTION

The Carrollton-Farmers Branch Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.