

PROJECT NAME: LOTE Instructional Materials – Secondary Spanish

CLIENT NAME: Gregory-Portland ISD

LOCATION: 1200 Broadway Blvd., Portland, TX 78374

PROJECT NUMBER: RFP# 2425-05

PROPOSAL DUE DATE: Thursday, June 5, 2025, @ 2:00 PM

Instructions to Bidder:

Proposals are solicited for furnishing the merchandise, supplies, services and/or equipment set forth in this proposal/bid. Complete proposal documents will be accepted until 2:00 p.m., on June 5, 2025, at the Gregory-Portland ISD Administration Office, and should be addressed Attn: Chris Casarez-Purchasing Coordinator, 1200 Broadway Blvd., Portland, Texas 78374. **LATE** proposals will be returned unopened to the Bidder. Bidders are invited to be present at the proposal opening. PLEASE MARK THE FRONT OF ENVELOPE WITH RFP#2425-05 LOTE.

Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by the bidder guaranteeing authenticity. After the official opening, proposals may not be amended, altered, or withdrawn.

The undersigned agrees, if this proposal is accepted, to furnish any and all items within the terms and conditions contained in the specifications. If the bidder fails to follow proposal specifications, then the Uniform Commercial Code will govern. The period for acceptance of this proposal will be ninety (90) calendar days unless the bidder inserts a different period.

Please note the attached conditions of the proposals. All proposals must be submitted on proposal sheets provided and in accordance with specifications and descriptions on the proposal sheets. Proposals may be submitted on any/or all items, unless stated otherwise. GPISD reserves the right to accept or reject in part or in whole any proposal submitted, to waive any technicalities, and to award the proposal in the best interest of GPISD.

All questions relating to specifications must be in writing to:
Chris Casarez, ccasarez@g-pisd.org, Purchasing Coordinator with a copy to Anissia Hedrick, ahedrick@g-pisd.org, Curriculum Department Secretary.

Please check the G-PISD website daily for posted addendums, questions, and answers.

I. Introduction

Gregory-Portland Independent School District (GPISD) is publishing a Sealed Request for Proposal (“RFP”) seeking proposals from qualified bidders to provide LOTE instructional materials for Spanish in grades 7-

12. These materials must be considered high-quality, culturally relevant, should align with the Texas Essential Knowledge and Skills (TEKS) standards, and support our goal of improving language proficiency.

II. Scope of Work

The selected bidder will be responsible for providing LOTE Instructional Materials for Spanish that include but are not limited to:

1. **Textbooks and Workbooks:** Comprehensive and engaging materials for students at various proficiency levels.
2. **Digital Resources:** Interactive online platforms, e-books, and multimedia content.
3. **Teacher Guides:** Detailed instructional guides to support educators in delivering effective lessons.
4. **Assessment Tools:** Formative and summative assessment tools to monitor student progress.
5. **Supplementary Materials:** Additional resources such as flashcards, posters, and manipulatives.

III. Proposal Requirements

A signed, submitted proposal constitutes an offer to perform the work specified in the solicitation.

Proposals must include **three originals and one electronic copy (flash drive)** of the following:

1. **Executive Summary:** Overview of the bidder's qualifications and experience.
2. **Detailed Description of Materials:** Specifications and samples of the proposed instructional materials.
3. **Alignment with TEKS:** Explanation of how the materials align with Texas Essential Knowledge and Skills standards.
4. **Training:** Options to support teacher training and implementation, including web-based and in person training or professional development as detailed in the Scope of Work solicitation document.
5. **Cost Breakdown:** Itemized pricing for all materials and services including shipping. The following numbers are to be used for this purpose:

Spanish I	Student Editions	130	Teacher Editions	4
Spanish II	Student Editions	160	Teacher Editions	5
Online Access	Student	735	Teacher	9

IV. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

1. **20 POINTS- Quality and Relevance of Materials:** Alignment with TEKS and suitability for all learners.
2. **15 POINTS- Bidder Experience and Qualifications:** Proven track record in providing educational materials.
3. **25 POINTS- Cost Effectiveness:** Competitive pricing and value for money.
4. **20 POINTS- Implementation Support:** Availability of training and ongoing support for educators.
5. **20 POINTS- Suitability:** The extent to which the products meet GPISD's needs.

V. Selection Process

The Evaluation Committee will be composed of members from GPISD. The Evaluation Committee will consist of no less than three (3) and no more than seven (7) members. GPISD reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary.

Proposals will be evaluated and scored independently by each member and the scores will be compiled to generate a combined score. The proposals will be ranked in order, beginning with one, then two, three, and so on, until all proposals have been ranked. The proposal receiving the highest combined point total will be ranked number one and the remaining proposals will be ranked following that method.

The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request for Proposal (RFP) and which best meets the complete needs of GPISD. At that point appointments may be scheduled for oral presentations and interviews. Should a contract not be agreed upon, the committee will begin negotiations with the second-best proposer. This will continue until an acceptable agreement can be reached. The resulting contracts will be sent to the Board for approval along with the award recommendation.

V. Terms and Conditions

This RFP does not commit GPISD to award a contract or pay any costs incurred in the preparation of a proposal. GPISD reserves the right to accept or reject any or all proposals, to waive any informalities or irregularities, and to award the contract in the best interest of GPISD.

A signed, submitted proposal constitutes an offer to perform the work specified in the solicitation.

The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications as alternates.

G-PISD will generally award contracts based upon the lowest, responsive, responsible offer. Price and other factors will also be considered. It is not the practice of GPISD to purchase on the basis of low price alone. In determining the "lowest responsible" offer, GPISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of services, past performance of the bidder, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with G-PISD's policies and goals. If unable to award as a package, GPISD will evaluate proposals and may grant alternate awards.

Extensions of unit prices shown will be subject to verification by GPISD. In case of variation between the unit price and the extension, the unit price will prevail.

Notification of award will be by a letter of acceptance. The letter of acceptance citing the RFP consummates the contract which consists of the RFP, the bidder's offer, and the signed letter of acceptance. Subsequent purchase orders may be issued as appropriate.

Bidder shall submit separate invoices for each purchase order after each delivery is completed. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. Payment shall not be due until all items on the purchase order have been received by GPISD, and the invoice has been accepted by GPISD.

The price to be paid shall be that contained in bidder's proposal which bidder warrants to be no higher than bidder's current prices on items covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event bidder breaches this warranty, the prices of the items shall be reduced to the bidder's current prices on orders by others, or in the alternative, GPISD may cancel this RFP without liability to bidder for breach.

GPISD shall have the right to terminate for default all or any part of this contract if bidder breaches any of the terms hereof or if the bidder 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 GPISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

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

No right or interest in this contract shall be assigned or any obligation delegated by bidder without the written permission of GPISD.

This RFP, 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 San Patricio County, Texas.

The person or entity submitting a proposal must give notice to the GPISD, at the time of the proposal submission, if the person or 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).

Except as otherwise expressly provided, bidder shall defend, indemnify, and hold GPISD 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 bidder, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

The person or entity submitting a proposal must sign an agreement acknowledging that all data and information provided for use under any agreement will be held in the strictest confidence.

GPISD owns the exclusive right to distribute this and any procurement document to bidders requesting to be included in the procurement process or to bidders that have been identified as bidders qualified to provide the goods and/or services required in this document.

GPISD will award this RFP to qualified respondent(s), based upon the evaluation of all proposals received. The award(s) will be for One (1) year with two (2), one (1) year renewable options. A master contract will be executed with the successful bidder(s) as a result of this process.

ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH PROPOSAL

Attachment A. Signature Page

Attachment B. Proposal Cost Form

Attachment C. Description Form

Attachment D. W-9

Attachment E. Form CIQ: Conflict of Interest Questionnaire

Attachment F. Felony Conviction Notice

Attachment G. Non-Collusion Statement

Attachment H. Suspension or Debarment Certificate

SIGNATURE PAGE

Please attach any additional information and/or brochures that would provide additional information about your firm in relation to this request.

APPLICATION SIGNATURE:

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, and elected or appointed official or officer of GPISD, or any employee, agent or other representative of GPISD, unless specifically allowed to do so by the Federal and State Programs.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the firm agrees to allow G-PISD to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other firms competing on the same project.

Name (Please print name): _____

Title: _____

Signature: _____

PROPOSAL COST FORM

Please include the cost for your proposal on this form and address the checklist for the minimum requirements of this solution:

Name of product(s) (and unit cost):

Description of any other optional or required associated costs in conjunction with this product:

Description and cost of any other optional or required Professional Development associated with this product:

Gregory-Portland ISD reserves the right to entertain additional services available during the life of this agreement that have yet to be developed but would enhance the services provided under this agreement. Such considerations should be made available as part of the routine services included in this agreement and made available to client similar to G-PISD at no addition fee. Should additional fees be required for services not yet developed, GPISD shall receive a cost justification proposal for the added service and shall have the right to accept or reject any such offer independent of the original agreement, to negotiate with the successful bidder for additional value and to counteroffer additional value, which may include pricing, additional warranty, technical support and/or training.

Signature: _____

Date: _____

Title or Position on Company:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
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1 Name of vendor who has a business relationship with local governmental entity.

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity
Date

FELONY CONVICTION NOTICE

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a) states, "a person or business entity that enters into a contract with a School District must give **advance notice** to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

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

Vendor's Name _____

Authorized Company
Official's Name (please print) _____

A. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official _____ Date: _____

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

Name of Felon(s) _____

Details of Conviction(s) _____

Signature of Company Official _____ Date: _____

C. My firm is a publicly owned, Stock-exchange Corporation; therefore, this reporting requirement is not required.

Signature of Company Official _____ Date: _____

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder:

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (_ .36)

Vendor Name _____

Authorized Company Official's Name _____

Signature of Company Official _____ Date _____

Vendor E-mail Address _____

Vendor Telephone Number _____