

GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

501 S. Jupiter Garland, Texas 75042

REQUEST FOR PROPOSAL

BID # 180-21 (32434)
Visual and Performing Arts (VAPA)
Apparel, Merchandise, Accessories and Services
(Band, Choir, Cheer, Dance, Music, Orchestra, Theatre)

PROPOSAL DUE DATE: March 23, 2021

SPRING BREAK - MARCH 15-19, 2021 - DISTRICT OFFICES CLOSED

This Document includes Instructions to Proposer, Award/Evaluation of Bids, Certifications, Shipping and Delivery, Terms and Conditions. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated. 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 A.M. the first date the district is open to conduct business.

Company Name	
Address	
City	State Zip
Authorized Representative Name	Title
Signature	
Printed Name	Email Address
Telephone #	Fay #

Mark A. Booker
Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Bids

1.1.1. NUMBER OF COPIES

PLEASE PROVIDE ONE (1) ORIGINAL AND ONE (1) COPY OF BID RESPONSE! ENSURE THE ORIGINAL AND COPY ARE CLEARLY LABELED.

1.1.2. DELIVERY OF PROPOSAL

Garland ISD (District) encourages use of electronic submission through Oracle Sourcing but understand that some suppliers may choose to respond by hard copy. Delivery of hard copies shall be submitted in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with BID#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

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

Note: Submissions must be sealed and not exceed 14"x10" x 5" to use the Purchasing Drop Box

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

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042

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 on the front page. Allow sufficient transit time.

NOTE: Delivery of Proposal envelope to other Departments within the Garland Independent School District is <u>not</u> considered as delivery to the Purchasing Department.

1.1.3. SIGNED ORIGINAL

Once completed and signed, return your Bid form to the Garland ISD Purchasing Department (as instructed above).

1.1.4. LATE SUBMISSIONS

Bids received at the GISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late Bids.

1.1.5. OTHER FORMS OF SUBMISSION

Oral or telegraphic Bids transmitted via the District's facsimile machine are not acceptable. DO NOT FAX OR EMAIL YOUR BIDS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this Bid unless written instructions permit additional pages.

1.1.6. AUTHORIZED SIGNATURE

Bids must be signed by an authorized individual to contractually bind their firm when submitting the Bid. Failure to sign the Bid will be considered as a "mistake in Bid", and the Bid will be rejected as "non-responsive".

1.1.7. NUMBER OF PAGES

All pages of this Request for Bid are to be returned with your Bid. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.8. FORMAT FOR PRICING

All prices must be typed or written in ink on the appropriate specification/pricing form(s). Bids written in pencil will not be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Bid. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.9. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified). The GISD may elect to place several orders during the term of the contract. Proposers must specify minimum order quantities, if any, and are required to hold proposed prices firm for the term of the contract.

1.1.10. WITHDRAWING BIDS

No Bid may be withdrawn prior to opening of Bids 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. Bids become the property of Garland ISD upon receipt.

1.1.11. DISTRICT LIST OF PROPOSERS

The District's list of prospective proposers is being updated. To remain on Bid lists you must either submit a Bid or return this Request for Bid marked "NO BID". Failure to follow this procedure will result in your firm being removed from the mailing list!

1.1.12. BID TABULATIONS

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

1.1.13. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the bidder must be listed on the Compliance Form, not on a cover letter, catalog, etc.

1.1.14. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.15. COPYRIGHT PROTECTION

Bids asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their bid must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, bidders grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a bidder is unable to grant such authorization and waiver, copyrighted materials must not be included in the bid.

1.1.16. POST-SUBMISSION CHANGES

A Bid that has been opened my 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) Bid [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Bids

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District Board of Trustees reserves the right to accept or reject all or any part of any Bid, waive minor Bid formalities/technicalities and award the Bid deemed to be most advantageous to the District.

1.2.2. PRINCIPAL PLACE OF BUSINESS

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 Bid 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. (Refer to Supplier Questionnaire)

1.2.3. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Bids shall cover the entire program as described herein. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.4. RECYCLED PRODUCTS

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.

Proposers offering recycled products are to indicate "Recycled Product" beside applicable item(s) on Bid sheet.

1.2.5. TIE BIDS/EVALUATION FACTORS

Tie Bids, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise Bids, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031(b) and set forth below:

- 1. the purchase price;
- 2. the reputation of the vendor and of the vendor's goods or services;
- 3. the quality of the vendor's goods or services;
- 4. the extent to which the goods or services meet the district's needs;
- 5. the vendor's past relationship with the district;
- 6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- 7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
- 8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and

maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

- a. has its principal place of business in this state; or
- b. employs at least 500 persons in this state; and
- 9. Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED INTHIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!
- 10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District. www.window.state.tx.us/procurement/prog/vendor_performance

1.2.6. BOARD of TRUSTEE APPROVAL

Bid results will be presented to the GISD Board of Trustees for consideration (if total amount awarded exceeds \$75,000) at the earliest opportunity following the official opening date.

1.2.7. ADDITIONS OR IMPROVEMENTS

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 Bid submitted in response to this Request for Bid.

1.2.8. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Bid. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of Bid 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.

1.2.9. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this Bid 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).

1.2.10. ALTERNATE AWARDS

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

1.2.11. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your Bid when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the Bid product as "or equal". Failure to do so will result in the rejection of your Bid.

1.2.12. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Bid. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. During the remaining yearly term of the contract, proposed increases may be submitted for approval but shall not exceed the Consumer Price Index for the previous year.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Bid, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this Bid is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this Bid is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this Bid.

2.1.2. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Proposer certifies that the individual and/or firm on whose behalf this Bid is submitted is not listed on the Federal Government's excluded parties list (SAM).

2.1.3. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Bid, including, but not limited to, copyright and/or patent laws and anti-collusion law.

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its Bid 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 Bid and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed Bid.

2.1.5. PUBLIC INFORMATION

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at http://www.garlandisd.net/content/conflict-disclosure. Failure to comply with this provision may result in the bid being considered non-responsive.

2.1.6. FUNDING AGREEMENTS

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

2.1.7. CLEAN AIR AND WATER POLLUTION ACT

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

2.1.8. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.9. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.10, RECOVERD MATERIALS

Certify that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements, and estimate the percentage of total material utilized for the performance of the contract which is recovered materials, in accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection

Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2.1.11. BYRD ANTI-LOBBYING REQUIREMENTS

Proposer certifies no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement imposed by section 1352, Title 31, U.S. Code.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the proposer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions https://www.whitehouse.gov/sites/default/files/omb/grants/sflllin.pdf

2.1.12. BUY AMERICA ACT

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

2.1.13. FOREIGN TERRORIST ORGANIZATION LIST

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

2.1.13 BOYCOTT ISRAEL

Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement. Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue.

2.1.14. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2272, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal in response to the request for proposal, you are certifying to the District that you do not have such an affiliation or contractual relationship.

3. SHIPPING AND DELIVERY

3.1. SHIPPING CHARGES

The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any.

3.2. PICKUP AND DELIVERY TIMES

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

3.3. UN-LOADING OF NON-PALLETIZED FREIGHT

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

3.4. SHIPPING CONTAINERS

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

3.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful bidder(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

3.6. PURCHASE ORDER IDENTIFICATION

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

4. TERMS AND CONDITIONS

4.1. CASH PAYMENTS AND DISCOUNTS

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

4.2. MATERIAL SAFETY DATA SHEETS

Successful proposer(s) should submit Material Safety Data Sheets for applicable item(s).

4.3. HAZARDOUS MATERIALS USUAGE NOTIFICATION

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.

4.4. PURCHASE ORDERS AND CONFIRMATION

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

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

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

4.5. CHANGE ORDERS

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

valid unless so ordered. Changes and amendments will be communicated by sending a copy of the purchase order.

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

4.6. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: http://www.garlandisd.net/content/how-do-business-us. 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:

- 4.6.1. Invoice is received at the address indicated on the purchase order
- 4.6.2. Pricing on the invoice matches the price on the purchase order
- **4.6.3.** Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.6.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.6.5. Unique invoice number used for each billing
- 4.6.6. Merchandise has been received.
- **4.6.7.** Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

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

4.7. CHANGING QUANTITIES

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

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

4.8. NO SMOKING POLICY

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

4.9. CHOICE OF LAW/VENUE

This Request for Bid 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 Bid or any resulting purchase orders shall be in Dallas County, Texas.

4.10. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Bid (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 Bid (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

4.11. OUALITY OF WORKMANSHIP

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

4.12. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Bid 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.

4.13. AVAILABILITY OF FUNDING

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

4.14. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

4.15. CANCELLATION FOR CONVIENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Bid 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 Bid (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.

4.16. CANCELLATION FOR CAUSE

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

4.17. AGREEMENT BETWEEN PARTIES

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.

4.18. DISTRICT ACCESS TO WORK AREA

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

4.19. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS "INDEMNITORS") SHALL AND AGREE (COLLECTIVELY DO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES. ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR 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.

4.20. AUDITING CONTRACT

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

business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

4.21. LIMITATION OF LIABILITY

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

4.22. AUTHORIZED NEGOTIATORS

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

4.23. E-COMMERCE PARTNER

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

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

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at http://www.oracle.com/us/products/applications/ebusiness/procurement/inde

x.html.

4.24. ORACLE BULK LOAD CATALOGS

Garland ISD requires suppliers to provide price lists and catalogs in a format capable of being uploaded electronically by the district's E-Commerce Specialist. Utilizing a prescribed format, the supplier shall provide, at a minimum, information for the required data fields for the entire catalog.

Please refer to the pdf document titled "Instructions for completing Oracle Bulk Load Catalog" and the Excel Spreadsheet/Electronic Price List titled "Oracle Bulk Load Catalog" located at the GISD Purchasing website http://www.garlandisd.net/sites/default/files/revised instructions for filling out the electronic price lis 1.pdf. This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

Data Field	Content			
Supplier Item	Your company Part # (each item # must be unique and match your company's published catalogs)			
Description	Description of the item from your database (no more than 25 characters)			
Unit	Unit of Measure (i.e., EA for Each)			
Unit Price	Unit price offered to GISD, No percentages			
Lead Time	Numbers of days to deliver ARO			
Long Description	Additional description information			
*Comments	Any shipping information			
*Manufacturer	Name of the Manufacturer			
*Model	Manufacturer Model #			

^{*}Optional Fields

AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET. Otherwise, PO's will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

It is the responsibility of the supplier to contact the Buyer on the contract or the E-Commerce Specialist for access to Supplier Authoring which gives access to the supplier's current loaded price list. This access allows suppliers to enter new items, change pricing and end-date items. Please note if a substantial number of items require change, supplier may submit an entirely new price list to Garland ISD for loading. It is important to note that invoices submitted with prices that have not been updated by the supplier in the electronic price list will not be paid at the higher rate.

THIS WILL BE CONSIDERED ADDITIONAL EVALUATION CRITERIA. FAILURE TO PROVIDE THIS DATA MAY NEGATIVELY AFFECT THE CONSIDERATION OF YOUR PROPOSAL

4.25. FORCE MAJEURE

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

4.26. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES

If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this Bid must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html.

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT

iSourcing Instruction Sheet and Required Forms

1. Contract Term

The contract term shall be from May 1, 2021 (or date of award) through May 1, 2022 with the District's options to renew annually for three years from the date of original contract award.

2. Submitting Questions

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to dfields@garlandisd.net no later than February 10, 2021 at 12:00 p.m.

3. Addenda

All addenda will be issued as amendments to the iSourcing document(s). Amendments will be identified with a dash and number following the original RFQ number (example: RFQ 31074,1). All addenda will be posted by February 12, 2021 at 4:00 p.m. It is the supplier's responsibility to check the district's website (http://www.garlandisd.net/connect/do-business/current-opportunities) and all electronic notifications for addendums prior to submitting responses.

4. Value of Contract

The estimated value of this contract is \$700,000; However, this value reflects the District's estimated current requirements for one year (or time frame as otherwise specified). The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the term of the contract.

5. Required Forms

All Required Forms MUST be completed. Scan and attach all applicable forms to this solicitation/negotiation. Do not use webpage links or other forms of communicating the information that will expire. For further instructions, refer to Sourcing (Electronic Bidding) Training Simulations is available at http://www.garlandisd.net/content/how-do-business-us.

6. Line Pricing

Each line item must be proposed as specified, including description and unit of measure. Any questions regarding unit of measure must be resolved between the prospective proposer and the District Purchasing Department in accordance with the Item #2 above. Failure to propose specified description and unit of measure may be cause for rejection of proposal for the item(s) in question. Refer below for information regarding bidding of "or equals" and alternates. The district will make the sole determination regarding Approved Equals.

7. Bidding an "or Equal":

When bidding an "or Equal", vendor must indicate pricing on the base line provided. Do not add additional lines. Vendor must indicate in their proposal the brand and model/catalog number being offered. Include with your proposal any catalogs, brochures or other information relative to the characteristics of the product on which you are offering. For your bid to be considered you must show your comparable specification for each item in the related field.

8. Bidding Alternates:

(Accepting Alternates)

Alternates will be accepted for this bid. Lines are provided for the number of alternates being accepted. If not bidding an alternate, skip the line titled as "Alternate." Additional alternates submitted beyond what's allowed will not be considered.

9. Supplemental Information

Scanned attachments may be provided at the line level when submitting requested information, or providing district personnel adequate literature, to evaluate the quotation product as "or equal". Failure to do so will result in the rejection of this quotation. Manufacturer Model/Part # must be provided when proposing "or equal" items. Absence of manufacturer and part number is considered responding per specification. Sourcing (Electronic Bidding) Training Simulations is available at http://www.garlandisd.net/content/how-do-business-us.

10. Certification of Criminal History Check

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

Finger Printing Provisions for National Criminal History Check. Proposer accepts full responsibility for adhering to Senate Bill 9 requirements. The successful proposer will, before beginning performance and at least annually during performance of any Agreement, obtain criminal history record information at its own expense concerning all covered employees, and will certify that to the District that it has done so on the Certification for Criminal History Check – Attachment D provided. A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Proposer or of any Subcontractor of the Proposer, if the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in close proximity to, one or more students. A successful proposer shall be required to immediately remove from District's property or other location where students are regularly present any covered person who has been convicted of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) 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, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

Compliance Form

An authorized company representative mus Instruction Sheet, Instructions to Proposer, Awa Terms and Conditions and all other informatio on this page, with complete detailed conditions consider any deviations in its award decisions based upon any deviations indicated below or	ard/Evaluation of Proposals, Concording the contained in this solicitations and information includes, and the District reserves the	ertifications, Shipping and Delivery on. All deviations shall be listed of or attached. The District will be right to accept or reject any biousers.
In the absence of any deviation entry on this with the Sourcing Instruction Sheet, Instruct Shipping and Delivery, Terms and Conditions an	tions to Proposer, Award/Eva	luation of Proposals, Certifications
Please list deviations below (attach additional	l sheets, if needed):	
	Company Name	
	Address	
	City	State Zip
	Printed Name	Title
	Signature	
	Email Address	

Telephone #

Fax #

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

"Covered employee" - A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

"Direct contact with students"-The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

"Disqualifying conviction" - A "disqualifying conviction" is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) misdemeanor possession of a controlled substance within 10 years, (f) any weapon offense, (g) 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, (h) forgery, (i) altering an Official Document, (j) perjury, or (k) securing executing of a document by deception.

On behalf of _____ ("Contractor"), I certify that [check one]:

	also ce in a de	of Contractor's employees are <i>covered employees</i> , as defined above. The service contractor shall entify that it will take reasonable steps to ensure that the conditions or precautions that have resulted etermination that any person is not a covered contract employee continue to exist throughout the nat the contracted services are provided.
Or		
	Some	or all of Contractor's employee are covered employees. If this box is selected, I further certify that:
	(1)	Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
	(2)	If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Title

Signature

Date

EVALUATION CRITERIA

	Parameters:	Max Points
1	The purchase price	40
2	The reputation of the vendor and of the vendor's goods or services	0
3	The quality of the vendor's goods or services	0
4	The extent to which the goods or services meet the district's needs	60
5	The vendor's past relationship with the district	0
5	The impact on the ability of the district to comply with the laws and rules relating to historically under- utilized businesses (HUB)	0
7	The total long-term cost to the district to acquire the vendor's goods and services	0
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
	Total Points	100

GARLAND INDEPENDENT SCHOOL DISTRICT

iSourcing Instruction Sheet and Required Forms

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(Accepting Alternates)

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Compliance Form

An authorized company representative must Instruction Sheet, Instructions to Proposer, Aw Terms and Conditions and all other information on this page, with complete detailed conditions consider any deviations in its award decision based upon any deviations indicated below o	ard/Evaluation of Proposals, Ce on contained in this solicitation ions and information include s, and the District reserves th	ertifications, Shipping and Delivery, on. All deviations shall be listed d or attached. The District will be right to accept or reject any bid
In the absence of any deviation entry on this with the Sourcing Instruction Sheet, Instruction Shipping and Delivery, Terms and Conditions are	tions to Proposer, Award/Eval	uation of Proposals, Certifications
Please list deviations below (attach additiona	al sheets, if needed):	
	Company Name	
	Address	
	City	State Zip
	Printed Name	Title
	Signature	
	Email Address	

Telephone #

Fax #

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

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On be	half of	("Contractor"), I certify that [check one]:
□ Or	also c in a d	of Contractor's employees are <i>covered employees</i> , as defined above. The service contractor shall ertify that it will take reasonable steps to ensure that the conditions or precautions that have resulted etermination that any person is not a covered contract employee continue to exist throughout the hat the contracted services are provided.
	Some	or all of Contractor's employee are covered employees. If this box is selected, I further certify that:
	(1)	Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
	(2)	If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Title

Signature

Date

EVALUATION CRITERIA

	Parameters:	Max Points
1	The purchase price	40
2	The reputation of the vendor and of the vendor's goods or services	0
3	The quality of the vendor's goods or services	0
4	The extent to which the goods or services meet the district's needs	60
5	The vendor's past relationship with the district	0
6	The impact on the ability of the district to comply with the laws and rules relating to historically under- utilized businesses (HUB)	0
7	The total long-term cost to the district to acquire the vendor's goods and services	O
8	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0
	Total Points	100



GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

501 S. Jupiter Garland, Texas 75042

Bid Number/Title: 32434 180-21 Visual and Performing Arts (VAPA) Apparel, Merchandise, and Accessories

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON MARCH 23, 2021. Mark the sealed return envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business.)

Read the instructions carefully before submitting a response, failure to complete the form properly may result in disqualification of the line item, or the entire bid.

Minimum Requirements	Weight	Max Score	KO Score	Response
Do you agree to Jurisdiction and Venue as stated in the attached				
Terms and Conditions?	5	5	1	
Enter a for Yes or 1 for No		The state of the s		
Has your company been in business of providing the goods requested in this soliciatation for at least 3 years?	5	5	1	
Enter a 2 for Yes or 1 for No				

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated. Please confirm by responding with "Yes" that you have read and understand this instruction.	Required			
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Deviation Compliance Form attached to this solicitation	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			

General	Required	Scoring	Max	Response
		Weight	Score	(Text or Number)
Does your firm agree to the E-commerce requirements attached to				
this solicitation?	Required	30	30	
Enter Yes or No				
If your company has agreed to the E-Commerce requirements,				
provide the Name, Telephone Number and E-mail address of the	Optional			
staff member responsible for this function e.g., Joe Technology,				
972.123.4567, Jtechnology@anycompany.com Identify the state in which the proposer's principal place of business				
or main corporate office is located.	Required			
Proposer's principal place of business is located within the				
boundaries of the Garland Independent School District?	Required			
The Garland ISD has authorized district employees to use a credit				
card (Bank of America Master Card) to make purchases for				
business purposes. Will your company accept these credit card	Required	20	20	
purchases?				
Is your company certified by the state of Texas or the North Central				
Texas Regional Certification Agency as a small, women-owned, or				
minority business? If yes, attach a copy of the certification with the	Required			
Request for Proposal/Bid response.				
Several governmental entities (a membership list is available at the				
EPCNT web site, listed below) have indicated an interest in being				
included in this contract. Should these governmental entities decide				
to participate in this contract, would you, (the proposer) agree that	D			
all terms, conditions, specifications, and pricing would apply? For	Required	1		<u> </u>
information regarding the Educational Purchasing Cooperative of				
North Texas, please visit their website at the following address				
"http://www.epcnt.com				
The Garland ISD has entered into Inter-Local Agreements for				
cooperative purchasing with the following public entities: City of				
Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to	Required			
honor orders for items or services included herein which may be	n na			
placed by these entities? Enter Yes or No.				
Identify references by providing Organization, Contact Name, and	Required	***************************************	***	
Telephone # e.g., Garland ISD, Joe Smith, 972.487.3009				
State minimum order per shipment, if applicable.				
	Required			
Do not enter a minimum order amount at the line level unless it	'			
applies to each product.	 	-		
State number of Business Days in which product will be delivered				
after receipt of order (ARO). Select the longest lead time if	Required			
suppliers have different lead times for different products.				
All required forms must be signed and submitted with the response.	Required			
Have you attached the signed required forms?				
Several governmental entities (a membership list is available at the				
CTPA web site listed below) have indicated an interest in being included in this contract. Should these governmental entities decide	Required			
to participate in this contract, would you, (the proposer) agree that				
to participate in this contract, would you, (the proposer) agree that				<u> </u>

General	Required	Scoring Weight	Max Score	Response (Text or Number)
all terms, conditions, specification, and pricing would apply? For				
information regarding the Central Texas Purchasing Alliance,				
please visit their website at the following address www.txctpa.org				
Enter Yes or No				
To offer additional goods and or services for items not specifically				
listed herein, complete the attached Electronic Price List including	Required			
the cost for freight and inside delivery. Is your completed Electronic	Required			
Price List attached to the response?				
Are the contents of this response considered Confidential or				
Proprietary? Enter Yes or No. If Yes, please identify the information	Required			
declared Confidential or Proprietary, i.e. prices, ingredients,	Required			
references, in space provided.		1		
Please provide your Firm's proposed discount percentage off				
catalog list price which the District may deduct from purchases for				
all other products/services your firm provides throughout the term of				
this RFP-Contract that may not be listed here in the sample line	Required			
item pricing. Please note if your firms proposed discount				
percentage to the District is Zero (0), you must enter a zero (0)				
please use the % sign in your response.				

LINE INFORMATION

		1					
Item No	Description	UOM	Quantity	Proposed Price		:	
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
1	Full Black Tuxedo Outfit inclusdes: Jacket, Pants, Shirt, Tie, and Cummerbund	Each	250				
	Please state brand name of product quoted	Yes	0	-			
	Daily Rental Rate	Yes	0	_			
2	Individual Black 100% polyester Tuxedo Jacket	Each	25				47
	Please state brand name of product quoted	Yes	0	_			
	Daily Rental Rate	Yes	0	-			
3	Individual Black 100% polyester Tuxedo Pants	Each	25		Ì		
	Please state brand name of product quoted	Yes	0	-			
	Daily Rental Rate	Yes	0	-			
4	Individual Black Poly-Satin (Adjustable) Bow Tie and Cummerbund (Set)	Each	25				
	Please state brand name of product quoted	Yes	0	-			
	Daily Rental Rate	Yes	0	-			
5	Wing Collar White Tuxedo Shirt	Each	25				
	Please state brand name of product quoted	Yes	0	=			
	Daily Rental Rate	Yes	0	-			
6	Special Colored Tuxedo Outfit Includes: Coat, Pants, Shirt, Tie and Cummerbund (Set)	Each	25				
	Please state brand name of product quoted	Yes	0	-			
	Daily Rental Rate	Yes	0	-			4 december 2000
7	Pair of Men's Standard Formal Dress Shoes (Black or White) Sizes 6 through 13	Pair	25				
	Please state brand name of product quoted	Yes	0	-			
	Daily Rental Rate	Yes	0	-			
8	Dance Sophisticates Formal Dress Style #2711LC or District Approved equal	Each	1000				

Yes

0

Please state brand name of product quoted

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
9	Recital Skirt Dance Sophisticates Style #26835CBC or District Aprove Equal	Each	25				
	Please state brand name of product quoted	Yes	0	-			
10	Orchestra Performance Dress Al's Formal Wear style #12097 Or District Approved Equal	Each	25				
	Please state brand name of product quoted	Yes	0	-			
11	Full Marching Band Drum Major Uniform includes: White short waist center front closure coat, vest point front and center point back. White bibber style trousers (un-hemmed). Silver liquid sequin baldric 4X6 inch full around style, bound in white. Silver liquid sequin gauntlets. White flat top shako with silver eagle emblem and hardware. Coat and Cape Size 40 Regular, Trousers, Waist Size and Baldric Size 32: (Or Equivalent)	Each	280				
	Please state brand name of product quoted	Yes	0				
12	Marching Band Shoes, Basic, Color White, Men and Women Sizes 4 through 12. (Or Equivalent)	Pair	50				
	Please state brand name of product quoted	Yes	0	-			
13	Marching Band Uniform Gloves, color White, Size Medium	Pair	50				
	Please state brand name of product quoted	Yes	0	-			
14	Cheerleading Tank Top, Mesh Insert, Front Lined, (No Embroidery). Color White/Black Size Medium (Or Equivalent)	Each	50				
	Please state brand name of product quoted	Yes	0	-			
15	Cheerleading Flexible Skirt with Attached Briefs, Color White with black trim Size Medium	Each	30				
	Please state brand name of product quoted	Yes	0	-			
16	Cheerleading Uniform, Sleeveless Shell Top and Matching Skirt, Color Royal Blue, Red and White Stripping and Lettering, Size Medium (or Equivalent)	Each	150				
	Please state brand name of product quoted	Yes	0	-			
17	Dance Team Tuck In Flexible Shirt Top, Sleevless, Color Black, Red and White, Stripping, Size Medium	Each	100				
	Please state brand name of product quoted	Yes	0	-			

LINE INFORMATION_____

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
18	Full Drill Team Uniform to include Sequin Star Vest, Sequin Star Skirt, Sequin Wrist Gauntlet (Set), Sequin Top with White Fringe, Sequin Belt, Sequin Petty Coat, White Body-Suite, White Sleeves, White Super-stretch Briefs. Sizes small petite to Extra Large	Each	85	South-committee Adults.			
	Please state brand name of product quoted	Yes	0				
19	Standard Drill Team Marching Boots. Top Grain Leather, Non-making sole, Felt inner lining, White Tassels, above, Sizes 4 through 12, Color White (or eqivalent)	Pair	50				
	Please state brand name of product quoted	Yes	0	-			
20	All Sequin Jacket	Each	60		<u> </u>		
	Please state Brand Name of Product Quoted	Yes	0	-			
21	All Sequin Skirt	Each	60				
	Please State Brand Name of Product Quoted	Yes	0	-			
22	Use this line only if your firm is unable to submit pricing on any requested sample pricing lines. Enter .0001 as your response.	Each	1		•		
	This line is used solely because no other sample pricing lines apply to your firm. Please acknowldege YES if you have entered a response on this line.	Yes	0	-			
23	Capezio Toggle Dance Sneaker, Color Black Sizes 6 through 12	Each	75				
	Please state brand name of product quoted	Yes	0	-			
24	Dance Team Pants Lycra Ankle, Color Black Size Medium	Each	75				
	Please state brand name of product quoted	Yes	0	-			
25	Unisex pant	Each	50				
	Please State Brand Name of Product Quoted	Yes	0	-			
26	Unisex pullover	Each	50				
	Please State Brand Name of Product Quoted	Yes	0	-			
27	Peasant White Blouse	Each	50				1

LINE INFORMATION____

Item	Description	UOM Quantity	Proposed	<u> </u>			
No				Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Targe Value
			T				
	Please State Brand Name of Item Quoted	Yes	0	-			
28	Josefina Practice Skirt GREEN 75CM / 29.5IN	Each	50				
	Please State Brand name of Product Quoted	Yes	0	-			
29	Various Sheet Music - Percentage Discount	Each	50				
	Precent Discount	Yes	0	-			
30	Theatre Arts - Script/Score Rental	Each	50				
	Precent Discount	Yes	0	-			
31	Soft Goods including but not limited to Valances, Drops, Stage Curtains. Please enter Percent Discount	BD	50				
	Meets NFPA 701 Fire Code	Yes	0	-			
	Installation Hourly Rate	Yes	0	-			
	Repair Hourly Rate	Yes	0	_			
	Service Call Hourly Rate	Yes	0	-			
	Rigging Safety Inspection Rate	Yes	0	_			
	Are You Capable of Providing 24 Hour Response Time After Initial Service Call	Yes	0	-			
32	Choir Risers, Portable Stages and other Theatre Platforms - Percentage Off	Each	50	***************************************		***************************************	
	Percent Off	Yes	0	-			
	Installation Hourly Rate	Yes	0	-			
	Repair Hourly Rate	Yes	0	<u>-</u>			
	Service Call Fee	Yes	0	_			
· · · · · ·	Are You Capable of Providing 24 Hour Response Time After Initial Service Call	Yes	0	-			
33	Sound System, Lighting Systems, Video Systems Equipment, Supplies, Accessories - Percentage Off	Each	20				
	Percent Off Equipment, Supplies and Accessories	Yes	0	-			
	Installation Hourly Rate	Yes	0	-			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value
		•					
	Repair Hourly Rate	Yes	0	-			
	Service Call Fee	Yes	0	-			
	Are You Capable of Providing 24 Hour Response Time After Initial Service Call	Yes	0	<u>.</u>			
34	Please provide your Firm's proposed discount percentage off catalog list price which the District may deduct from purchases for all other products/services your firm provides throughout the term of this RFP-Contract that may not be listed here in the sample line item pricing. Please note if your firms proposed discount percentage to the District is Zero (0), you must enter a zero (0) please use the % sign in your response	Each	1				

Bid Number/Title: 32434 180-21 Visual and Performing Arts (VAPA) Apparel, Merchandise, and Accessories

Company Name:	***************************************	Company Address:
Title:		
Signature:	Date:	

_EXCEPTIONS____

Item No	Description	UOM	Quantity
ltem l	ines with No attributes:		
34	Please provide your Firm's proposed discount percentage off catalog list price which the District may deduct from purchases for all other products/services your firm provides throughout the term of this RFP-Contract that may not be listed here in the sample line item pricing. Please note if your firms proposed discount percentage to the District is Zero (0), you must enter a zero (0) please use the % sign in your response	Each	1
Item L	ines with Quantity =1 :		
22	Use this line only if your firm is unable to submit pricing on any requested sample pricing lines. Enter .0001 as your response.	Each	1
34	Please provide your Firm's proposed discount percentage off catalog list price which the District may deduct from purchases for all other products/services your firm provides throughout the term of this RFP-Contract that may not be listed here in the sample line item pricing. Please note if your firms proposed discount percentage to the District is Zero (0), you must enter a zero (0) please use the % sign in your response	Each	1