



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

**REQUEST FOR PROPOSAL
ON Exclusive Pouring Rights, PROPOSAL # 232-17**

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30 A.M. LOCAL TIME ON September 7, 2017. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business)

You are invited to submit a Proposal to provide Exclusive Pouring Rights to the Garland Independent School District (GISD) from September 30, 2017 (or date of award) through September 30, 2020.

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

Total Pages: 30

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY

DELIVERY DATE IS _____ Business Days ARO
(After Receipt of Order)

Company Name

Address

City State Zip

Authorized Representative Name Title

Signature

Printed Name Email Address

Telephone # Fax #

Mark A. Booker
Mark A. Booker
Director of Purchasing

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Buyer, Maria Cobar at mjcobar@garlandisd.net

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

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to bids@garlandisd.net and a copy to mjcobar@garlandisd.net no later than August 25, 2017 at 12:00 p.m.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Bid(s). All addenda will be posted by August 29, 2017 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.

1.1.4. NUMBER OF COPIES

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

1.1.5. DELIVERY OF PROPOSAL

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

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 not considered as delivery to the Purchasing Department.

1.1.6. SIGNED ORIGINAL

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

1.1.7. LATE SUBMISSIONS

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

1.1.8. OTHER FORMS OF SUBMISSION

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

1.1.9. AUTHORIZED SIGNATURE

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

1.1.10. NUMBER OF PAGES

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

1.1.11. FORMAT FOR PRICING

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

1.1.12. 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.

1.1.13. WITHDRAWING PROPOSALS

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

1.1.14. DISTRICT LIST OF PROPOSERS

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

1.1.15. PROPOSAL TABULATIONS

Proposers desiring a Proposal tabulation sheet resulting from this Request For Proposal may visit our web site at <http://www.garlandisd.net/connect/do-business/Proposal-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.

1.1.16. DEVIATIONS

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

1.1.17. 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.

1.1.18. COPYRIGHT PROTECTION

Proposals 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 Proposal 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, proposers 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 proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

1.1.19. POST-SUBMISSION CHANGES

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

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

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

1.2.2. 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 proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to under price a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (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. Proposals 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. TIE PROPOSALS/EVALUATION FACTORS

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

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the district's needs;
5. the vendor's past relationship with the district;
6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
9. **Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!**

10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's 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

1.2.5. BOARD OF TRUSTEE APPROVAL

Proposal 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.

1.2.6. 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 proposal submitted in response to this Request for Proposal.

1.2.7. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation/Compliance Form.

1.2.8. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.9. 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.

1.2.10. PRODUCT LITERATURE

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

1.2.11. PRICE ESCALATION PROVISIONS

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

2.1.1. ANTI-COLLUSION AND FRAUD

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

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

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

2.1.3. COPYRIGHT AND PATENT LAWS

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

2.1.4. SOLE SOURCE

If the proposer professes to be the exclusive source of the item(s) or service(s) requested herein, the proposer must provide with its proposal a written statement to the fact that the sole source is due to one or more of the following (as applicable): a patent, copyright, secret process, or monopoly; a film, manuscript, or book; a utility service (electricity, gas, or water); or a captive replacement part or component for equipment. Such statements must be signed by the owner or corporate official of the firm submitting this proposal and must be notarized. This declaration shall not exempt the proposer from signing and submitting a signed proposal.

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 REQUIREMENTS

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>

3. SHIPPING AND DELIVERY

- 3.1.** 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.** Pick-up and delivery will be made between the hours of 8:00 a.m. and 2:00 p.m. Monday through Friday, excluding school holidays.
- 3.3.** Non-palletized freight shall be unloaded inside the Warehouse or School building. Supplier is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Supplier must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.
- 3.4.** 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.** Removal of shipping cartons and other shipping debris is the sole responsibility of the successful proposer(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.

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 contractor. The cost of the return shall be the burden of the responsible contractor.

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 USAGE 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. SUBMITTING SAMPLES

Proposal samples are not required to be submitted with proposals; however, proposers are to be prepared to submit samples within five (5) working days of verbal request (at no charge to the Garland I.S.D.)

4.5. PURCHASE ORDERS AND CONFIRMATION

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

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

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

4.6. 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.

4.7. 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:

- 4.7.1. Invoice is received at the address indicated on the purchase order
- 4.7.2. Pricing on the invoice matches the price on the purchase order
- 4.7.3. Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 4.7.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 4.7.5. Unique invoice number used for each billing
- 4.7.6. Merchandise has been received.
- 4.7.7. 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.

4.8. 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.**

4.9. NO SMOKING POLICY

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

4.10. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

4.11. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request For Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request For Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

4.12. QUALITY OF WORKMANSHIP

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

4.13. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchaser any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

4.14. PURCHASE ORDER SHORTAGES

If applicable to "Food Service" commodities, when/if a vendor "shorts" a purchase order, the vendor must advise Food Service at (972) 494-8322 immediately. If the shortage(s) cannot be delivered within five (5) working days, the affected Purchase Order will be CLOSED and a new Purchase Order issued for a later delivery – if the item(s) is still required. A backorder delivered more than five (5) working days after receipt of initial delivery will be rejected by the GISD and will be returned to the vendor at the vendor's expense.

4.15. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is September 1 through August 31. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

4.16. 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.

4.17. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

4.18. 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.

4.19. 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.

4.20. 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.

4.21. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.

4.22. 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.

4.23. 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.

4.24. 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 RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department ONLY throughout the term of the contract.

4.25. 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/index.html>.

4.26. 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_list_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 QUOTE.

4.27. 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.

4.28. 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 proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html

END OF SECTION

I – GENERAL SCOPE OF SERVICES

The Garland Independent School District (GISD), Curtis Culwell Center (CCC) is hereby seeking proposals from qualified beverage providers willing to procure the exclusive rights to sell and market carbonated beverages, tea, coffee and bottled water to the District's CCC. It is the objective of the district to award vendor(s) that will provide the best value to the district and the patrons of the Curtis Culwell Center during the term of this contract. Please note a **Pre-Proposal Meeting** and walk through for potential proposing vendors will be held on August 21, 2017 at the Curtis Culwell Center located at 4999 Naaman Forest Blvd., Garland, Texas 75040. While this pre-proposal meeting is not mandatory, it is highly suggested for all proposing vendor's to fully ascertain details of the agreement and review areas for advertising display layout.

The GISD anticipates awarding this RFP-contract to vendor(s) who agree to the minimum requirements listed herein page 20-22, provide the best overall value for each proposed advertising package herein, pages 23-26, section VI – Proposed Fees and provide the best overall beverage product pricing for the GISD-CCC exclusive concessionaire (Ed Campbell Company) listed herein page 27, section VII Proposed Product Pricing For GISD-CCC Exclusive Concessionaire. The district reserves the right to award this contract per line item, overall highest proposed advertising fees and/or or best value for product sold to the exclusive concessionaire or in any combination deemed in the best interest of the district. **Proposing vendors may elect to propose fees on at least one or as many advertising packages listed herein, pages 23-26 section VI – Proposed Fees.**

II - THE FACILITY

The Curtis Culwell Center is a \$38 million dollar state-of-the-art multi-purpose facility boasting over 190,000 square feet of space with over 2500 adjacent, well lit, and secure parking spaces. The facility is visible and easily accessible from the George Bush Turnpike at Garland Road making it easy to reach from anywhere in the Dallas Metroplex area. The Curtis Culwell Center includes two distinct but connected components which include an Arena with seating for over 8,000 and a Conference Center containing over 18,000 square feet of configurable space. The Curtis Culwell Center welcomes events of all kinds including district events, major corporate roll-outs, banquets, consumer shows, graduations, sporting events, retreats, weddings, meetings, reunions, expositions, trade shows, galas, world-renowned performances, and a myriad of other public and private events. The potential event load is several hundred a year.

The CCC staff consist of a general manager, a sales team, event planners and coordinators and the necessary complement of other employees needed to operate the facility. Ed Campbell Company, the Exclusive Concessionaire will operate the five concession stands in the upper concourse of the arena. The upper concourse also provides opportunities for other points of sale for food and beverage items on an approved case-by-case basis as well. All approved caterers will provide food and beverage catering services in the conference center and other areas.

III. THE MARKET

Within 25 miles of the Curtis Culwell Center, the population is approximately 2.9 million, representing 78 percent of the population of the Dallas Metroplex area. The Curtis Culwell Center objective is to draw from this area for external, market-driven events such as concerts, family shows, consumer shows, and various corporate and private functions. One-fourth of households within 10 miles of the new center have annual incomes that exceed \$100,000. This makes the venue attractive to prospective promoters bringing various large events into the arena. A professional marketing and use analysis from Conventions Sports and Leisure

International (CS&L) indicates the potential for several hundred events a year drawing over 100,000 attendees.

One of the primary reasons for the Curtis Culwell Center is a resource to the Garland Independent School District (GISD) for various events including graduations, sporting events, meetings, banquets, retreats, etc. GISD is one of the largest school districts in the Metroplex and the State of Texas serving over 58,000 students and employing more than 7,000 teachers and staff. It is expected that in-district use of the facility could be quite extensive. Other events will be public events that will likely have an average attendance of 1000 or more attendees. It is therefore critical to the mission of the center and to the vision of the GISD to appropriately implement a strategic marketing, advertising and public relations campaigns for the center. See page 18-19 herein for a list of all scheduled events for the next (12-18 months).

IIIA. The GISD Curtis Culwell Center mission statement reads as follows:

"The Garland ISD Curtis Culwell Center will incorporate and enhance the overall mission of the Garland Independent School District while being the premier meeting, convention, and entertainment venue for the communities of Garland, Rowlett, Sachse, and northeast Dallas County".

IIIB - The list below represent firms with current advertising agreements with the GISD:

America's Credit Union	Texas Lutheran University
Frost Bank	Texas Counter Fitters
Gateway Buick GMC	Servpro
Holiday Inn Garland	Smallcakes Cupcakery & Creamery
Hampton Inn c/o Homewood Suites	Service First Mortgage
Chili's Firewheel	Dallas Bricks
Embassy Suites Dallas Park-Central	Republic Title
McAlister's Deli	Experimac
Red Robin Gourmet Burgers	Residence Inn Marriott Dallas, Plano/Richardson
North Texas Fleet Services	Springhill Suites Marriott Plano/Richardson
Richland College	Courtyard Marriott Dallas, Plano/Richardson
Eastfield College	
Texas Brand Bank	
Garland CVB	
Perfect 32 Dentistry	
Hyatt Place Garland	
Keller Williams Allen	
North Texas Dermatology	
The Art Institute	
City of Garland Environmental Waste	

III. THE MARKET (continued)

IHC - The list below are currently scheduled events for the 2017-18 school year. Other events will be added throughout the term of the contract as the sales process is on-going.

CCC Event Master Calendar

Date	Event Name
09/02/17	Garden Brothers Circus
09/03/17	Garden Brothers Circus
09/16/17	Cielo Abierto
09/19/17	GISD College Night 2017
09/23/17	Live Well Go Green Expo
10/07/17	World War Fit
10/24/17	Garland Symphony Orchestra Concerts for Elementary Students
10/25/17	Garland Symphony Orchestra Concerts for Elementary Students
10/25/17	Fall StringFest
10/28/17	United Cheer Presents Cheer Athletics "Blue Debut"
11/01/17	GISD Middle School Expo
11/04/17	Magnet & Innovative Programs Fair
11/11/17	Spotlight Championship
11/15/17	2017 UIL State Volleyball Tournament
11/16/17	2017 UIL State Volleyball Tournament
11/17/17	2017 UIL State Volleyball Tournament
11/18/17	2017 UIL State Volleyball Tournament
11/30/17	Curtis Culwell Center Invitational
12/01/17	Curtis Culwell Center Invitational
12/02/17	Curtis Culwell Center Invitational
01/14/18	SC Winter Championships
01/20/18	United Cheer No. TX State Championships
01/30/18	GISD Tech Fest
02/01/18	GISD Elementary Expo
02/03/18	FCC Texas Showdown
02/05/18	2018 Elementary Regional Science Fair
02/06/17	2018 Elementary Regional Science Fair
02/07/18	Signing Day Ceremony
02/10/18	"Henry And Mudge"
02/11/18	Redline Cheer Premier
02/17/18	CGA DIV II Gym Nationals
02/18/18	CGA DIV II Gym Nationals
02/23/18	UIL Girls 5A Regional Basketball Tournament
02/24/18	UIL Girls 5A Regional Basketball Tournament
03/02/18	UIL Boys 5A Regional Basketball Tournament
03/03/18	UIL Boys 5A Regional Basketball Tournament
03/04/18	Redline Winter Nationals
03/20/18	WE Day Texas
03/22/18	13th Annual Fraud Summit
03/23/18	13th Annual Fraud Summit
03/24/18	Spirit Celebration Amazing! Crown Jubilee
03/25/18	Spirit Celebration Amazing! Crown Jubilee

03/26/18	Rowlett Honor Choirs Festival
03/27/18	Dallas International Girls Cup USA Opening Ceremony
03/31/18	Cowboy Classic
04/06/18	Garland ISD 74th Annual Live Stock and Plant Show and 37th Annual CTE Exhibit
04/07/18	Garland ISD 74th Annual Live Stock and Plant Show and 37th Annual CTE Exhibit
04/14/18	Lonestar Showcase and Competition
04/17/18	Garland Children's Chorus Spring Concert
04/26/18	GISD STEAMposium
04/27/18	GISD STEAMposium
04/28/18	GISD STEAMposium
05/04/18	Council of PTAs Spring Awards Luncheon
05/05/18	Eastfield College - 2018 Graduation Ceremony
05/10/18	Richland College-Graduation 2018
05/17/18	Evolution Academy Graduation-2018
05/18/18	Kaufman High School 2018 Graduation
05/20/18	Bishop Lynch High School 2018 Graduation
05/22/18	Crandall High School Graduation Practice 2018
05/23/18	Forney High School 2018 Graduation
05/23/18	North Forney High School 2018 Graduation
05/24/18	Crandall High School Graduation 2018
05/25/18	Mabank ISD 2018 Graduation
05/26/18	Mesquite ISD 2018 Graduation
05/26/18	Mesquite ISD 2018 Graduation
05/26/18	Mesquite ISD 2018 Graduation
05/27/18	Mesquite ISD 2018 Graduation
05/27/18	Mesquite ISD 2018 Graduation
05/29/18	Royse City ISD 2018 Graduation
06/03/18	Richardson ISD 2018 Graduation
06/03/18	Richardson ISD 2018 Graduation
06/03/18	Richardson ISD 2018 Graduation
06/04/18	Richardson ISD 2018 Graduation
06/05/18	Rockwall High School - 2018 Graduation
06/06/18	Rockwall-Heath High School - 2018 Graduation
06/07/18	Memorial Pathway Academy Graduation
06/07/18	Rowlett High School Graduation
06/08/18	Lakeview Centennial High School Graduation
06/08/18	North Garland High School Graduation
06/09/18	Naaman Forest High School Graduation
06/09/18	Garland High School Graduation
06/09/18	Sachse High School Graduation
06/09/18	South Garland High School Graduation
06/22/18	DeVry University Graduation Ceremony
07/13/18	TASO Volleyball Officials Annual Conference
07/14/18	TASO Volleyball Officials Annual Conference

IV – MINIMUM ADVERTISING REQUIREMENTS

1. Point-of-Sale Advertising: The awarded vendor(s) materials which promote their respective products at the Curtis Culwell Center facility Point of Sale locations shall be clearly visible to the purchasing public and shall be displayed in a manner and location acceptable to the proposing vendor. However, the district shall reserve the right to preview all materials and to reject any materials deemed by the district to be inappropriate, disruptive or contrary to sound educational practices.

2. Concession/Menu Board Advertising: Trademarks for products may be prominently listed on the menu boards of all food and refreshment outlets at the Curtis Culwell Center Facility. The district shall reserve the right to preview all materials and to reject any materials deemed by the district to be inappropriate, disruptive or contrary to sound educational practices.

3. Approved Cups: The awarded vendor(s) and the district shall ensure that all Post-Mix Beverages of straight syrup and mixed on location with city water, premix beverages served, sold or dispensed at concessions throughout the term of this RFP-contract (including beverages sold, sampled, served or made available in locker rooms, sidelines and players' benches) shall be served in district approved 12 ounce, 16 ounce and/or 24 ounce cups.

4. Score-Video Board: The awarded vendor(s) shall premiere their respective signage-logo at the specific Score-Video Board location as described herein for the designated marketing package(s). Such signage-logo shall meet the awarded vendor(s) reasonable specifications as to design, construction, and general appearance. However, the district shall reserve the right to preview all materials and to reject any materials deemed by the district to be inappropriate, disruptive or contrary to sound educational practices.

5. Minimum Acceptable Proposed Pricing: The minimum acceptable proposed pricing for each available advertising package as listed below and outlined on page 23, section V – Available Advertising-Marketing Packages shall be as follows:

- A. Carbonated Beverage Advertising Package: Minimum acceptable proposed price shall be \$16,500 annual.
- B. Bottled Water Advertising Package: Minimum acceptable proposed price shall be \$14,000 annual.
- C. Coffee Advertising Package: Minimum acceptable proposed price shall be \$14,000 annual.
- D. Tea Advertising Package: Minimum acceptable proposed price shall be \$14,000 annual.

6. Advertising-Service Agreement: The awarded vendor(s) shall execute a district approved standard advertising/service agreement within ten (10) business days after the official award of this RFP-contract. **If your firm utilizes a standard advertising service agreement, please attach with your proposal submission for district review.**

7. Fees Paid to the GISD: The awarded vendor(s) shall pay to the Garland Independent School District (all) awarded and proposed advertising fees within ten (10) business days after the execution of the advertising agreement mentioned herein above number (6). Absolutely no advertising for the awarded advertising packages shall take place on the GISD-Curtis Culwell Center Facility until (all) awarded advertising fees have been paid in full. Each consecutive annual contract fees shall be paid net 10 days of the official award renewal notification.

IV – MINIMUM ADVERTISING REQUIREMENTS (continued)

- 8. Advertising Time Frame:** The awarded vendor(s) shall have all specified advertising signs, logos, trademarks and displays secured and in place within the Curtis Culwell Center Facility within thirty (30) days after all/full advertising fees mentioned herein above number (7) have been received by the GISD.
- 9. Products sold to GISD-CCC Exclusive Concessionaire:** The awarded vendor(s) agrees to sell beverage products as priced on the Proposal Form Specifications, section VII, Items 1-15 to the district's Curtis Culwell Center Exclusive Concessionaire (currently Ed Campbell Company). Pricing submitted shall be competitive and cost effective for the Exclusive Concessionaire's continued operations and shall be negotiated prior to official award (if needed). Said pricing may be adjusted annually by the Consumer Price Index (CPI).

NOTE: The Consumer Price Index (CPI) is defined as the U.S. Department of Labor Bureau of Labor Statistics Consumer Price Index for all Urban Consumer (CPI-U) U.S. City Average, Dallas – Ft. Worth, January [year indicated] . Index Item "All Item", Dallas – Fort Worth: 12-month, Percent Change. This report is identified by the Bureau of Labor Statistic as Report Code #9140.

This provision does not prohibit the exclusive concessionaire from negotiating a lower price than those proposed.

V. AVAILABLE ADVERTISING-MARKETING PACKAGES

A. Carbonated Beverage Advertising Package (Minimum Acceptable Fee is \$16,500 per year)

1. Arena View Suite naming rights for one year
2. North score board signage for one year
3. Interior West box office signage for one year
4. Full color rotating image on the arena digital board for one year
5. Digital image on the concourse and ballroom TV monitors for one year
6. Logo and website link on the CCC website for one year
7. Exclusive pouring of vendor "Brand" carbonated beverages in the venue for one year
8. Exclusive use of vendor "Brand" equipment (coolers, menu boards, beverage taps, cups, etc.) at all concession stands for one year
9. Vendor to have availability to set up a demonstration/sample booth during public events, subject to restrictions or limitations for third-party event rentals or uses for one year

V. AVAILABLE ADVERTISING-MARKETING PACKAGES (continued)

B. Bottled Water Package (Minimum Acceptable Fee is \$14,000 per year)

1. Arena View Suite naming rights for one year
2. North score board signage for one year
3. Full color rotating image on the arena digital board for one year
4. Digital image on the concourse and ballroom TV monitors for one year
5. Logo and website link on the CCC website for one year
6. Exclusive pouring of vendor "Brand" bottled water product in the venue for one year
7. Use of vendor "Brand" bottled water product in the concession stands for one year

C. Coffee Package (Minimum Acceptable Fee is \$14,000 per year)

1. Arena View Suite naming rights for one year
2. North score board signage for one year
3. Full color rotating image on the arena digital board for one year
4. Digital image on the concourse and ballroom TV monitors for one year
5. Logo and website link on the CCC website for one year

6. Exclusive pouring of vendor "Brand" coffee product in the venue for one year
7. Use of vendor "Brand" coffee product in the concession stands for one year

V. AVAILABLE ADVERTISING-MARKETING PACKAGES (continued)

D. Tea Package (Minimum Acceptable Fee is \$14,000 per year)

1. Arena View Suite naming rights for one year
2. North score board signage for one year
3. Full color rotating image on the arena digital board for one year
4. Digital image on the concourse and ballroom TV monitors for one year
5. Logo and website link on the CCC website for one year
6. Exclusive pouring of vendor "Brand" tea product in the venue for one year
7. Use of vendor "Brand" tea product in the concession stands for one year

VI – PROPOSED ADVERTISING FEES PAID TO THE GISD -CCC

Item No.	Description	Proposed Annual Fee
A	<u>Year 1 Carbonated Beverage Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$16,500 per year): \$ _____	
A2.	<u>Year 2 Carbonated Beverage Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$16,500 per year): \$ _____	
A3.	<u>Year 3 Carbonated Beverage Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$16,500 per year): \$ _____	
Total Items A through A3 Above:		\$ _____

The district reserves the right to consider item A4 as an additional evaluated criteria

A4. Vendor shall list below any and all value-added and/or donated product and services that your firm will provide throughout the term of this RFP-Contract.
(Add additional pages as needed, Titled Value Added)

VI – PROPOSED ADVERTISING FEES PAID TO THE GISD-CCC (continued)

Item No.	Description	Proposed Annual Fee
B	<u>Year 1 Bottled Water Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
B2.	<u>Year 2 Bottled Water Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
B3.	<u>Year 3 Bottled Water Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
Total Items B through B3 Above:		\$ _____

The district reserves the right to consider item B4 as an additional evaluated criteria

B4. Vendor shall list below any and all value-added and/or donated product and services that your firm will provide throughout the term of this RFP-Contract.
(Add additional pages as needed, Titled Value Added)

VI – PROPOSED ADVERTISING FEES PAID TO THE GISD-CCC (continued)

Item No.	Description	Proposed Annual Fee
C	<u>Year 1 Coffee Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
C2.	<u>Year 2 Coffee Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
C3.	<u>Year 3 Coffee Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
Total Items C through C3 Above:		\$ _____

The district reserves the right to consider item C4 as an additional evaluated criteria

C4. Vendor shall list below any and all value-added and/or donated product and services that your firm will provide throughout the term of this RFP-Contract. (Add additional pages as needed, Titled Value Added)

VI – PROPOSED ADVERTISING FEES PAID TO THE GISD-CCC (continued)

Item No.	Description	Proposed Annual Fee
D	<u>Year 1 Tea Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
D2.	<u>Year 2 Tea Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
D3.	<u>Year 3 Tea Package</u> per minimum requirements, pages 20-21, section IV and as outlined pages 21-22, section V Available Advertising packages, (Min. Acceptable Fee is \$14,000 per year): \$ _____	
Total Items D through D3 Above:		\$ _____

The district reserves the right to consider item D4 as an additional evaluated criteria

D4. Vendor shall list below any and all value-added and/or donated product and services that your firm will provide throughout the term of this RFP-Contract.
(Add additional pages as needed, Titled Value Added)

VII – PROPOSED PRODUCT PRICING FOR GISD-CCC EXCLUSIVE CONCESSIONAIRE

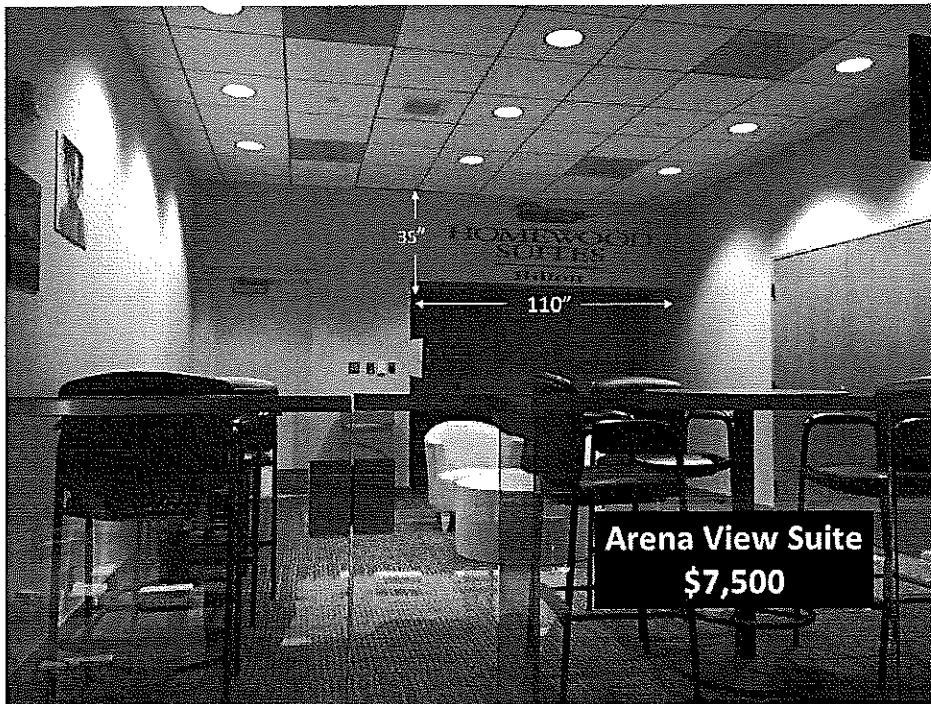
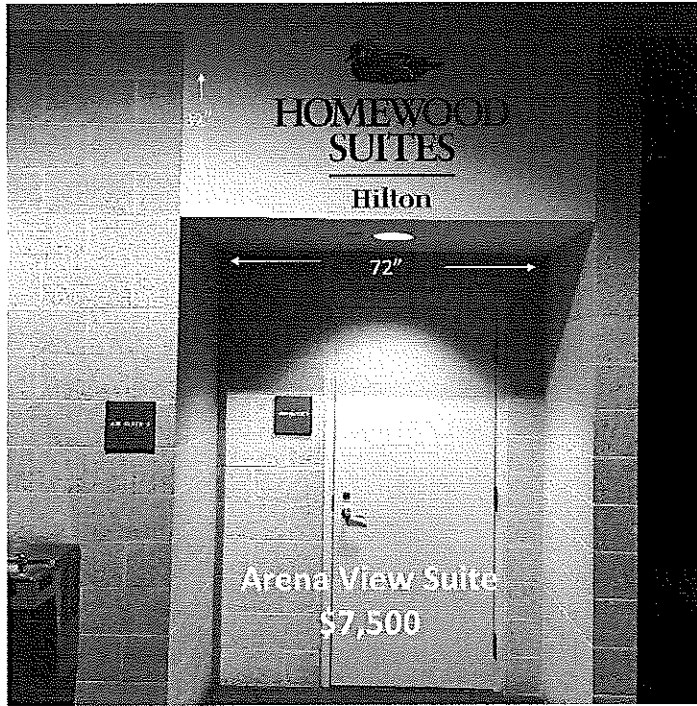
Item No.	Quantity	Description	Unit Price	Extended Price
1.	1 bag	Bag in Box (BIB), Post Mix Beverage Syrup, 2.5 gallon bag (All Varieties)	\$ _____	\$ _____
2.	1 bag	Bag in Box (BIB), Post Mix Beverage Syrup, 5 gallon bag (All Varieties)	\$ _____	\$ _____
3.	1 case (Qty 24)	20 Ounce Bottled Beverages (All Varieties)	\$ _____	\$ _____
4.	1 case (Qty 24)	20 Ounce Plastic Bottled Water	\$ _____	\$ _____
5.	1 case (Qty 24)	12 Ounce Bottles of Water	\$ _____	\$ _____
6.	1 case (Qty 24)	12 ounce Carbonated Beverage –can (All Varieties)	\$ _____	\$ _____
7.	1 case (Qty 24)	16 Ounce Energy Drinks	\$ _____	\$ _____
8.	1 case (Qty 24)	20 Ounce Energy Drinks	\$ _____	\$ _____
9.	1 container	CO2, 20 Pound Container Tank	\$ _____	\$ _____
10.	1 container	CO2, 50 Pound Container Tank	\$ _____	\$ _____
11.	1 case (Qty) 500	16 ounce Styrofoam Cups	\$ _____	\$ _____
12.	1 case (Qty) 1000	16 ounce Paper Cups	\$ _____	\$ _____
13.	1 case (Qty) 500	24 ounce Styrofoam Cups	\$ _____	\$ _____
14.	1 case (Qty) 500	24 ounce Paper Cups	\$ _____	\$ _____
15.	1 case (Qty) 1000	16 ounce and 24 Ounce Cup Lids	\$ _____	\$ _____

Total Items 1 through 15 Above: \$ _____

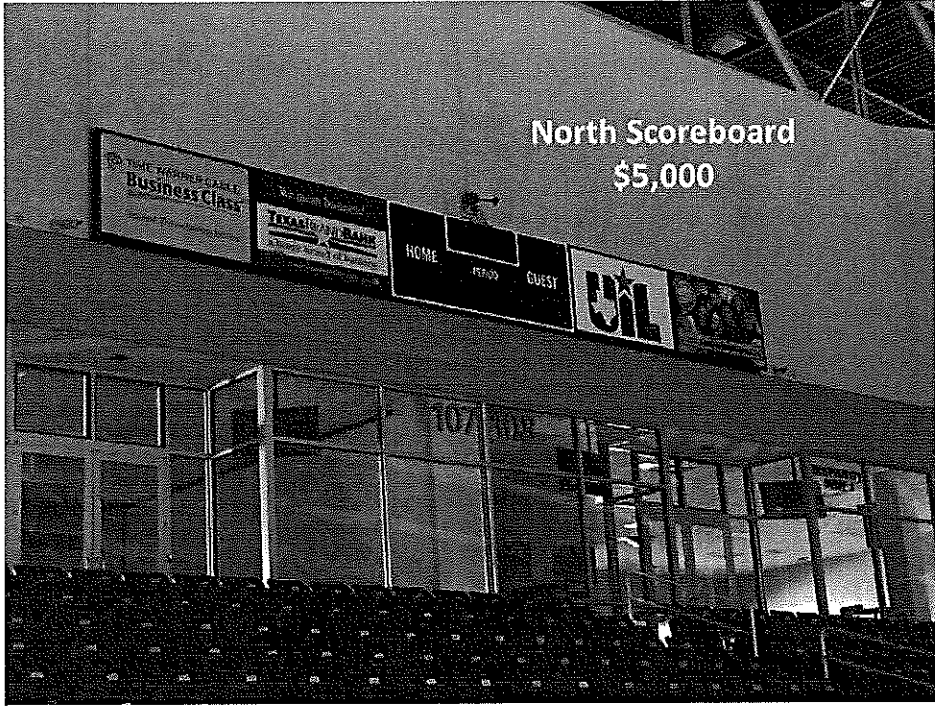
The district may purchase other products needed your firm provide that may not be listed herein, please list the discount off catalog list price the district may deduct for these products as needed throughout the term of this RFP-contract. If discount offered is zero (0%), please enter (0%):

_____ %

**Platinum Level Sponsorship
Value: \$7,500**



Gold Level Sponsorship
Value: \$5,000



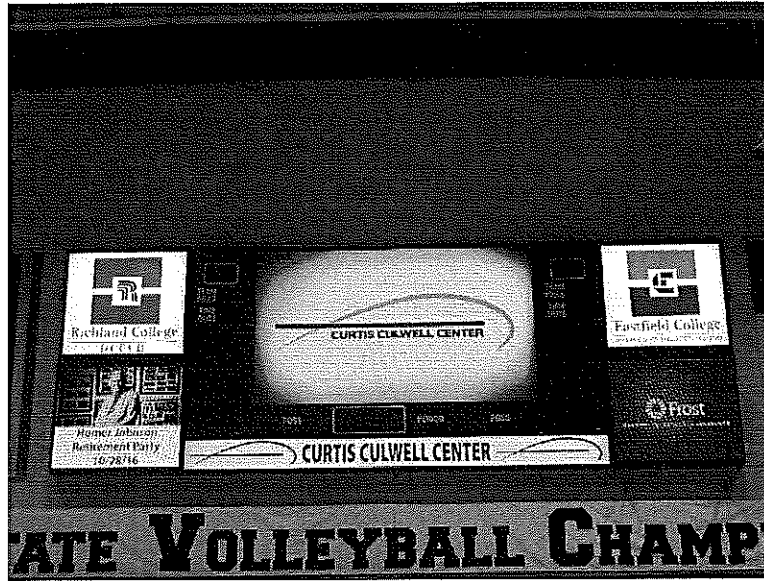
North Scoreboard
\$5,000

Bronze Level Sponsorship
Value: \$2,500



Interior West Box Office
\$2,500

Galaxy Level Sponsorship \$1,500



Supplier Questionnaire

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

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

2. References:

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

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

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

4. Several governmental entities (a membership list is available at the EPCNT web site, listed below) have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the proposer) agree that all terms, conditions, specifications, and pricing would apply? Yes
No

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

If you (the Proposer) checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with the Garland Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Garland Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Garland Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com.

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

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

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

6. Proposer's principal place of business (or main corporate office) is located in _____(state).
- 6.1. Proposer's principal place of business is located within the boundaries of the Garland Independent School District? Yes No
- 6.2. Does your firm employ at least 500 persons in the state of Texas? Yes No
7. Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Yes No

Compliance Form

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

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

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

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]:

None of Contractor’s employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

Or

- Some or all of Contractor’s employee are *covered employees*. If this box is selected, I further certify that:
- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
 - (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature _____ Title _____ Date _____

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

- Contents of this document are NOT considered Confidential or Proprietary
- Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

Signature Title Date

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The vendor shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Vendor shall, during the performance of this Agreement, keep in force the following insurance:

- a. Comprehensive General Liability*(CGL)
 - 1) Bodily Injury \$250,000 each person, \$500,000 each occurrence,
\$1,000,000 aggregate
 - 2) Personal Injury \$250,000 each person, \$500,000 each occurrence,
\$1,000,000 aggregate
 - 3) Property Damage \$500,000 each occurrence
- b. Comprehensive Automobile Liability*(CAL)
 - 1) Bodily Injury \$500,000 each person, \$500,000 each occurrence,
\$1,000,000 aggregate
 - 2) Property \$100,000 each occurrence
- c. Workers' Comp. (as a subscriber to the Act) Statutory (per benefits of Texas Workers' Comp. Act)
- d. Employer's Liability
 - 1) Each accident \$300,000
 - 2) Disease \$300,000
 - 3) Disease for each employee \$300,000

- *In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

The Vendor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Vendor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A vendor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Vendor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required. _____(Initials)

Company Name

Insured By:

Printed Name

Certificate Number