



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

**REQUEST FOR PROPOSAL  
SPECIAL EVENT LIGHTING & SPECIAL  
EFFECTS  
RFP# 58-23-01**

**PLEASE SUBMIT PROPOSAL NO LATER THAN JUNE 27, 2023 AT 10:30A.M. CDT, DATE**

The term of this contract shall be **July 30, 2023** (or date of award) through July 30, 2024 with the contract renewing annually for four years from the date of award unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

You are invited to submit a Proposal to provide SPECIAL EVENTS AND LIGHTING SPECIAL EFFECTS for the Garland Independent School District (GISD).

This Proposal includes Instructions to Vendors, Award/Evaluation of Proposals, Certifications, Terms and Conditions, Compliance Form, Specifications, and Supplier Questionnaire.

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Authorized Representative Name Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name Email Address

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

*Mark A. Booker*

Mark A. Booker  
Executive Director of Purchasing

# 1. INSTRUCTIONS TO PROPOSERS

## 1.1 Submission of Proposals

Although we are legally required to accept paper proposals, we strongly request that proposers submit this bid electronically through the Oracle iSourcing module. 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 you only submit the hard copy document provided by the purchasing department with all of the required fields completed. Ensure the company name, title and bid number appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated.

**For clarifications, questions, requests for additional information, omissions, or corrections regarding this Solicitation, please refer to the Sourcing Instruction Sheet for procedures.**

### 1.1.1. COMPLETION OF PROPOSAL

**Complete** the process prior to the date and time specified. **Be sure to check for any Amendments and Addendums issued prior to submitting your response. Responses submitted prior to the amendment will be cancelled and voided. Proposers must re-submit their response via the Amendment.** Proposers are not permitted to enter responses after the time and date specified.

### 1.1.2. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: **Jessica Garcia**, Buyer at [jkgarcia@garlandisd.net](mailto:jkgarcia@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 Executive Director of Purchasing.

### 1.1.3. 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](mailto:bids@garlandisd.net) and a copy to [jkgarcia@garlandisd.net](mailto:jkgarcia@garlandisd.net) no later than **June 19, 2023 at 12:00p.m.** Response will be given by addendum.

### 1.1.4. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **June 22, 2023 at 4:00p.m.** It is the supplier's responsibility to check the district's website <http://www.garlandisd.net/connect/do-business/current-opportunities>) for addendums prior to submitting responses.

### 1.1.5. 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 BID". Failure to follow this procedure will result in your firm being removed

from the mailing list!

#### **1.1.6. NUMBER OF COPIES**

PLEASE PROVIDE ONE (1) ORIGINAL PROPOSAL RESPONSE AND ONE (1) COPY SUBMITTED ON ELCTRONIC FORMAT (FLASH/CD). ENSURE THE SUBMISSION IS CLEARLY LABELED.

YOU MUST SUBMIT A HARDCOPY ORIGINAL. DO NOT SUBMIT AN ELCTRONIC COPY WITHOUT THE HARDCOPY ORIGINAL.

**DELIVERY OF PROPOSAL:** Delivery of proposals shall be in accordance with the procedures listed. Mark the sealed return envelope in the lower left-hand corner with RFP#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

**Proposals submitted via Commercial Carriers (other than USPS) or hand delivered:** Garland ISD Purchasing Department 501 S Jupiter, Garland, Texas 75042. Submission must be received in the Purchasing Department and date/time stamped before the deadline.

Note: Submissions must be sealed and not exceed 14"x10"x5" to use the Purchasing Drop Box

#### **Proposals submitted via U. S. Postal Service:**

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.

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

#### **1.1.7. SIGNED ORIGINAL**

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

#### **1.1.8. 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.

#### **1.1.9. 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.**

#### **1.1.10. AUTHORIZED SIGNATURE**

Required Forms 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”.

#### **1.1.11. FORMAT FOR PRICING**

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

#### **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. BID TABULATIONS**

Proposers desiring a bid tabulation sheet resulting from this Request for Proposal may visit our web site at <https://garlandisd.net/connect/how-do-business-us/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.

#### **1.1.15. 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.

#### **1.1.16. 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.

#### **1.1.17. 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 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.

## **1.2 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 underprices 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 underprice 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](http://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. CONTRACT VALUE**

The estimated annual value of this contract is **\$74,999**; however, this value reflects the District’s estimated current requirements for one year (or time frame as otherwise specified).

### **1.2.12. 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 **90 days** from date of award. After this time, proposed increases may be submitted in writing for approval. Proof of change in market conditions must accompany a request for price increase. Any price increase request is subject to Purchasing Department review and approval.

## **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. 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.

### **2.1.5. 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.

### **2.1.6. 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.

### **2.1.7. BOYCOTT ISRAEL**

Pursuant to Texas Government Code Chapter 2271, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

### **2.1.8. 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.

### **2.1.9. LONE STAR INFRASTRUCTURE PROTECTION ACT**

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (including cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies or



governmental entity owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure.

#### **2.1.10. FIREARM INDUSTRY**

Pursuant to Texas Government Code Chapter 2274.002 (SB 19), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

#### **2.1.11. ENERGY COMPANIES**

Pursuant to Texas Government Code Chapter 2274.002 (SB13), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

#### **2.2. 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. TERMS AND CONDITIONS**

#### **3.1. 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.**

#### **3.2. 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.**

### **3.3. 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: <https://garlandisd.net/connect/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:

- 3.3.1.** Invoice is received at the address indicated on the purchase order
- 3.3.2.** Pricing on the invoice matches the price on the purchase order
- 3.3.3.** Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.3.4.** Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.3.5.** Unique invoice number used for each billing
- 3.3.6.** Service has been received.
- 3.3.7.** Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

### **3.4. 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.**

### **3.5. NO SMOKING POLICY**

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

### **3.6. 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.

### **3.7. 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.

**3.8. 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.

**3.9. 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 Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

**3.10. 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.

**3.11. 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.

**3.12. 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.

**3.13. 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.

**3.14. 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.

**3.15. 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.**

**3.16. 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.

**3.17. 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.

**3.18. AUTHORIZED NEGOTIATORS**

Designated GISD Purchasing Department and office of the General Counsel 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.

### **3.19. 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.

iSupplier are provided free to suppliers. Additional information regarding this Oracle application can be obtained at <https://garlandisd.net/connect/how-do-business-us>.

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

### **3.20. 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.

### **3.21. FINGERPRINTING REQUIREMENT**

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 only**, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services, will be required to complete the Criminal History Check process described below, prior to beginning services should be completed and returned after all personnel have been fingerprinted.

#### **Criminal History Checks**

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

All suppliers must:

Follow instructions on the award letter provided by Purchasing to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

After fingerprinting is completed, email Eva Gracia, Administrative Assistant to Director of Purchasing at [Egracia@garlandisd.net](mailto:Egracia@garlandisd.net) and provide the following: RFP number, full name and date of birth for all personnel assigned to work on site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

**END OF SECTION**

**GARLAND ISD**  
**SPECIFICATIONS & SCOPE OF SERVICES**  
**COMPANY NAME:** \_\_\_\_\_

The Garland ISD is accepting proposals from qualified vendors for facilitation of stage, sound, lighting, video, and special effect production for additional special events as listed.

**SCOPE OF SERVICES**

- Provide professional lighting equipment and services for the Convocation and other special events
- Oversee all aspects of scheduling and planning the lighting services for each performance with Garland ISD Communication Department or other schools or department that may require services.
- Provide all lighting equipment, a lighting team to operate the equipment, and a Supervisor for the lighting team.
- Staff must have the ability to work independently with efficiency, effectiveness and composure; must have good communication skills.
- The successful Proposer shall be required to complete the stage set up at least three (3) Hours prior to each event and a stage break down within two (2) hours after each event.
- The stage set up shall include all necessary lighting elements for the event.

The Garland ISD wishes to contract with qualified companies to provide stage, sound, and lighting production for special events including but not limited to all personnel, equipment, and stage management. Vendor must provide equal or better sound and lighting quality. Proposals must include a detailed list of all equipment to be provided for each event.

**MINIMUM REQUIREMENT:** A company must meet the requirements below to be considered for an award.

- Must be registered to do business in Texas
- Vendor must have at least 3 years of experience working at similar mid to large capacity venues.

**GENERAL SETUP PROVISIONS:** Sound equipment shall be in good condition with professional appearance, in quantity and quality sufficient to reach the listed number of attendees in the specified location. All sound consoles shall be covered. Remote use of a tablet or other mobile device to control sound consoles is strongly preferred. All trip or safety hazards in areas open to the public (such as stakes, cables or ropes) shall be covered or identified with safety flags or cones provided by vendor. Vendor shall use plywood when loading into the event venue and not drive directly on grassy areas; plywood to be provided by vendor.

**GENERAL PERSONNEL PROVISIONS:** Vendor shall provide trained personnel in uniform to remain on site for the duration of the event. The minimum number of personnel required is listed in each event description. Vendor will be responsible for providing personnel meals and water for the duration of the event and event setup.

Vendor will be responsible for stage management including but not limited to:

- Coordination and management of all audio/video needs for the event site.
- Overseeing stage set up, entertainer load in/out, and sound/line checks.
- Ensuring stage is operated in a manner that is safe and adheres to the predetermined performance schedule.

- Identifying and obtaining professional and knowledgeable contract labor and/or stagehands to assist with the execution of above tasks.

**GENERAL OPERATING PROVISIONS:** The Garland ISD will provide the following to vendor for each event.

- Power connections
- Secure truck parking at or near venue.
- Parking for other crew personal vehicles at or near venue.

**FORMAT OF PROPOSAL:** Proposals should be organized as shown below with tab dividers between sections and should include all the information indicated. Note that elaborate brochures or other presentations beyond those sufficient to present a complete and extensive response to this solicitation are not desired. Three (3) copies and one (1) electronic copy shall be submitted.

#### **SECTION A. INTRODUCTORY STATEMENT**

- Provide a brief summary of the company to include number of years performing like services as requested in this RFP.
- Include proposer's experience and expertise in providing professional sound services
- Provide a minimum of three (3) references with contact information, reflecting similar work and related experience.
- Provide any documentation (certificates, diplomas, et. al.) that show the firm's training in the field of professional sound services

#### **SECTION D. PRICE PROPOSAL**

Each response to this RFP must include a pricing catalog to include equipment and labor cost and a sample pricing based off of attachment A for the attached list of lighting equipment, typically used during the events. If proposer is providing pricing for equipment other than that specified on the attached list, the equipment must be of equal value and a list of the alternate equipment stating the manufacturer and model number must accompany the response.

#### **SECTION E. SUPPLEMENTAL INFORMATION**

Any additional information relevant to the firm's qualifications for this project may be included at the firm's option.



## EVALUATION CRITERIA

### Proposer Evaluation

Information provided will also be used for the evaluation of proposal and to determine the specific services offered by the proposer. Garland ISD reserves the right to reject as non-responsive any responses that do not contain the information requested or that is not organized and formatted as described in this RFP.

<b>Evaluation Criteria</b>		<b>Max Points</b>
<b>1.</b>	<b>Purchase Price</b>	40
<b>2.</b>	<b>Reputation of the vendor and the vendor's goods or services Results of reference checks (at least three references checked) &amp; Internet search for any pending litigation.</b>	12
<b>3.</b>	<b>Quality of vendor's goods and services</b> -Experience and qualifications of company staff	20
<b>4.</b>	<b>Extent to which the goods or services meet the district's needs</b> -Experience in servicing clients similar in size and scope of this contract.	28
<b>5.</b>	<b>Vendors past relationship with the District</b>	0
<b>6.</b>	<b>The impact on the ability of the district to comply with laws and rules relating to historically underutilized business.</b>	0
<b>7.</b>	<b>Long-Term cost to the district to acquire the vendor's goods and services.</b>	0
<b>8.</b>	<b>Whether the vendor's ultimate parent company or majority owner:</b>	0
<b>9.</b>	<b>Any other relevant factor specifically listed in the request for bids or proposals.</b>	0
<b>Maximum Total Points</b>		100

**Pricing Catalog Form (Attachment A)**

<u>Item Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Price</u>
-------------------------	------------------------	-----------------	-------------------

**Sample Pricing for Evaluation**

<u>Item Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. 15x 10R Spot/Beam Fixture				
2. 30x Chauvet LED SlimPro Fixture				
3. 2.4x48 3-Phase Distro Power				
4. Lighting Cable Truck				
5. 22x Black Truss 12"x12"x10'				
6. 12x 1/2 Ton Motors				
7. 3 Motion Labs Control Box				
8. Motor Cable Truck				
9. 2x Stadium Pro Hazer				
10. Lead Rigger				
11. Ground Rigger				
12. Utility Crew Price per Show				
13. Lighting Designer				
14. DMX Lighting Computer/Controller				
15. 6x Spark Machines				
16. 6x Spark Machine Powder Mix				
17. Spark Machine Cable Trunk				

## 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
--------------	-------------	--------------	--------------------