



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

**REQUEST FOR PROPOSAL
CONCESSIONAIRE SERVICES
PROPOSAL # 370-24 (SOURCING #117570)**

PLEASE SUBMIT RFP NO LATER THAN 10:30 A.M. CDT, MARCH 28, 2024

*****DISTRICT OFFICE WILL BE CLOSED MARCH 11-15, 2024*****

Mark the sealed return envelope in the lower left-hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30A.M. the first date the district is open to conduct business)

You are invited to submit an RFP to provide Concessionaire Services for Garland Independent School District (GISD).

This RFP includes Instructions to Vendors, Award/Evaluation of RFP, Certifications, Terms and Conditions, Compliance Form, Specifications.

Company Name

Address

City

State

Zip

Authorized Representative Name _____ Title

Signature

Printed Name

Email Address

Telephone #

Fax #

Mark A. Booker
Executive Director of Purchasing

INSTRUCTIONS TO BIDDERS

1.1 Submission of Proposal

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, bidders may contact: Jessica Garcia, Buyer at 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 or Assistant Director in absence of Executive Director.

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 jkgarcia@garlandisd.net no later than **March 8, 2024 at 12:00p.m. CDT**. Response will be given by addendum.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **March 20, 2024 at 4:00p.m. CDT**. 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.

Please continue to monitor our website for additional addenda extending the due date.

1.1.4. NUMBER OF COPIES

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

DELIVERY OF PROPOSAL: (DISREGARD IF SUBMITTING ELECTRONICALLY THROUGH SOURCING) 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 (*temporary relocation address*) 501 S. Jupiter, Garland, Texas 75042. Submission must be received in the Purchasing Department and date/time stamped before the deadline.

Proposals submitted via the 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.

1.1.5. SIGNED ORIGINAL

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

1.1.6. 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.

1.1.7. 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.**

1.1.8. 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" proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.9. 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 consideration due.

1.1.10. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified).

1.1.11. 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.

1.1.12. PROPOSAL TABULATIONS

Proposers desiring a Proposal 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.

1.1.13. 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.

1.1.14. PUBLIC INFORMATION

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

1.1.15. COPYRIGHT PROTECTION

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.

1.1.16. 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. 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.

1.2.3. 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 commission 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

1.2.4. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for RFP. 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.

1.2.5. 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).

1.2.6. 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.

1.2.7. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when submitting “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.

1.2.8. CONTRACT VALUE

The estimated annual **expected net sales are \$1,100,000**; However, this value reflects the District’s estimated current requirements for one year (or time frame as otherwise specified).

1.2.9. TERM OF CONTRACT

The term of the contract shall be from **May 28, 2024** through **May 28, 2025** with contract renewing annually for three (3) years from the date of award unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

1.2.10. 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 90 days** of the contract. After this time, proposed increases may be submitted in writing for approval but shall not exceed the Consumer Price Index – All items less food and energy for the previous year. Any price increase request is subject to Purchasing Department review and approval.

1.2.11. PROTEST PROCEDURE

Any proposer who is aggrieved in connection with a procurement, excepting right of rejection, may protest in accordance with [Garland ISD Board of Trustees Policy CJ Local](#).

2. CERTIFICATIONS

2.1.1. 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.

2.1.2. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individual’s 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.

2.1.3. 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).

2.1.4. 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.

2.1.5. 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.

2.1.6. 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 Solicitation being considered non-responsive.

2.1.7. 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.

2.1.8. 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.

2.1.9. 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).

2.1.10. 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.

2.1.11. RECOVERED 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.

2.1.12. 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/sfllin.pdf>

2.1.13. FOREIGN TERRORIST ORGANIZATION LIST

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

2.1.14. 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.

2.1.15. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2273, 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.

2.1.16. BUY AMERICA ACT

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

2.1.17. DOMESTIC PREFERENCES FOR PROCUREMENT

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-

based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2.1.18. 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.

2.1.19. 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.

2.1.20. 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.

2.1.21. 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.

2.1.22. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Proposer certifies that it is in compliance with all applicable provisions of the Code of Federal Regulations §200.216, as described in Public Law 115-232, section 889, see also §200.471.

3. TERMS AND CONDITIONS

3.1. CASH PAYMENTS AND DISCOUNTS

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

3.2. 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.**

3.3. 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.

3.4 PAYMENTS VIA ACH

Garland ISD will make payments via check or ACH. If the awarded supplier prefers ACH payments, the supplier will be required to submit a completed Vendor Direct Deposit Authorization form (contact this email to request the form), along with a bank verification letter to Finance@garlandisd.net 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. Merchandise 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.

- 3.5. 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.**
- 3.6. NO SMOKING POLICY**
No smoking, vaping or use of any tobacco products is permitted on school property.
- 3.7. 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.
- 3.8. 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.
- 3.9. 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 Curtis Culwell Center to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors.
- 3.10. 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.
- 3.11. 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.
- 3.12. CONTRACT ASSIGNMENT**
This contract may be assigned only with the written consent from both parties. Any assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.

3.13. 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.

3.14. 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 one hundred and twenty (120) 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 Solicitor'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.

3.15. 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.

3.16. AGREEMENT BETWEEN PARTIES

The Contract Document consists of this Proposal which includes Certifications, Terms and Conditions, Compliance Form, Specifications, Supplier Questionnaire, the Supplier response, Clarifications and purchase order(s). These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

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.

3.17. 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.

3.18. 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.

3.19. 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.

3.20. 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.

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

3.22. 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 Solicitations, 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 Solicitations 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>.

3.23. 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

<https://garlandisd.net/connect/how-do-business-us>. This information should be submitted on a flash drive or CD-ROM with your submittal or via e-mail to bids@garlandisd.net.

The data below outlines the highlighted items on the worksheet:

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

*Optional Fields

AS CHANGES IN PRICE AND/OR PRODUCTS OCCUR DURING THE TERM OF THIS CONTRACT, IT IS THE RESPONSIBILITY OF THE SUPPLIER TO UTILIZE I-SUPPLIER FOR UPDATING AND MAKING CHANGES TO THEIR CATALOG(S) OR ELECTRONIC PRICE SHEET.

Otherwise, PO's will not be updated and payment will not be processed. From there the information will be shared with the appropriate buyer before accepting the change(s).

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

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

3.24. 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 Yolanda Martinez, Administrative Assistant to Director of Purchasing at ymartinez2@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

3.25. FORCE MAJEURE

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

4. SHIPPING AND DELIVERY

4.1. SHIPPING CHARGES

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

4.2. PICKUP AND DELIVERY TIMES

Pickup and delivery will be made between the hours of 8:00AM and 2:00PM 7 days a week.

4.3. UN-LOADING OF NON-PALLETIZED FREIGHT

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

4.4. SHIPPING CONTAINERS

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

4.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful supplier(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

END OF SECTION

GARLAND INDEPENDENT SCHOOL DISTRICT

I - SCOPE OF SERVICES

The Garland Independent School District (GISD) is seeking proposals from all interested and qualified Proposers desiring to manage and operate the concession services as the Exclusive Concessionaire of the district's Curtis Culwell Center. The proposer should be in possession of a current Texas Alcoholic Beverage Commission (TABC) license and must maintain that license throughout the duration of this contract.

It is the goal of GISD to select the Proposer that will provide the best value, services, and ongoing management of a balanced mix of food, alcoholic and nonalcoholic and beverages service concessions to serve the patrons of the Curtis Culwell Center during the term of the contract awarded. These patrons must be provided quality, similar-venue-priced food service with trained and courteous staff serving a variety of items, including national and local brands. Staff that is selling alcoholic beverages must be TABC certified. This solicitation is designed to encourage proposals that are committed to these objectives.

The Garland Independent School District solicits proposals from qualified Proposers with a minimum of three (3) years prior experience in similar operations and management of food/alcohol service concessions. Such food/alcohol service operations should be similar to size and scope (or larger) to that of the Curtis Culwell Center in terms of sales volumes and multiple-stations. The Proposer should demonstrate its ability to provide proper staffing needs, a reputation of excellence in professionalism, attention to detail, quality food, sanitation, safety, diverse menus, and personable service. Concession net sales for the most recent year was \$1,100,000. **Exhibit-C** of this RFP provides a map of the current Curtis Culwell Center Visitor Guide, which includes the five (5) existing Concession locations as well as the current concessionaire's management office at arena Section 106.

An optional **pre-proposal conference** is tentatively scheduled to be held on Wednesday, March 6, 2024 8:30 AM - 12:00 PM CST, at the Curtis Culwell Center, 4999 Naaman Forest Blvd, Garland, TX 75040. The purpose of the conference is to allow potential Proposers an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The date, place, and time will be confirmed by advertisement.

While attendance at this conference is not a prerequisite to submitting a proposal, Proposers who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation by the date listed herein page 2, paragraph 1.1.2. and shall be posted to the district's website on or before March 20,2024, before the proposal submission deadline.

II. Curtis Culwell Center Facilities

The Curtis Culwell Center is a \$38 million-dollar state-of-the-mi multi-purpose facility boasting over 196,043 square feet of space. It 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 8,384 and a Conference Center containing over 23,559 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, circuses, recitals, fine mis presentations, livestock shows, retreats, religious services, weddings, meetings, reunions, expositions, trade shows, galas, world-renowned permeances, and a myriad of other public and private events. The facility hosts 225 events each year. The Exclusive Concessionaire will use the five (5) concession stands in the upper concourse of the arena. Opportunities for other points of sale for food and beverage items on an approved case-by-case basis as well.

GARLAND INDEPENDENT SCHOOL DISTRICT

III- Market

Within a 25-mile radius of the Curtis Culwell Center, the population is approximately 2.9 million, representing 78 percent of the population of the Dallas Metroplex and surrounding areas. The Curtis Culwell Center currently draws from this area for external, market-driven events such as concerts, family shows, circuses, trade shows, expositions, conventions, sporting events and competitions, consumer shows, and various other functions. One-fourth of households within 10 miles of the new Center have annual incomes that exceed \$100,000. This makes the venue palatable to prospective promoters bringing various large events into the arena. The potential is for well over one hundred events in the arena alone each year.

One of the primary reasons the Curtis Culwell Center was built is to be a resource to the Garland Independent School District (GISD) for various events as well including graduations, sporting events, etc. GISD is one of the largest school districts in the Metroplex and the State of Texas serving over 55,000 students and employing more than 7,500 teachers and staff.

IV-Term of Contract

The term of the contract shall be for term ending the sooner of the end of one (1) calendar year following the Commencement Date of May 28, 2024 unless otherwise terminated as provided herein. Provided however, if this Agreement is in force at the end of one calendar year following the Commencement Date, pending the results of any performance evaluation or an annual performance evaluation of the Exclusive Concessionaire's services, it shall renew for an additional one (1) year period ("Additional Term") unless either party gives notice not to renew no less than one hundred twenty (120) days prior to the renewal date. This contract shall terminate on May 28, 2028 unless a cancelation or non-renewal is exercised.

V- Special Terms and Conditions

1. The Exclusive Concessionaire shall be subject to all rules and regulations (as applicable) in the following drafted (Exhibits) and any and all amendments thereof:

Exhibit - A "Catering Rules and Regulations"

Exhibit - B "Curtis Culwell Center Event Services Handbook Policies & Procedures"

The Concessionaire is also expected to be knowledgeable on all **emergency policy and procedures** of the Curtis Culwell Center. The Executive Director will supply said policies to Concessionaire upon execution of contract for said services and on-going.

2. The Exclusive Concessionaire shall have the exclusive right to handle all concession operations in the Curtis Culwell Center during the term of this Agreement. The concession rights granted to the Exclusive Concessionaire herein shall include, without limitation, the exclusive right to sell hot and cold beverages (Alcoholic and non-alcoholic), candy, popcorn, hot dogs, sandwiches, ice cream, and other food when requested and as designated and approved by the Executive Director of the Curtis Culwell Center to persons attending functions in or otherwise visiting the Curtis Culwell Center. When so requested by the Executive Director, the Exclusive Concessionaire shall provide concessions to a Lessee or his agents during move-in functions. Subject to the sampling and vending privileges as described in this contract, no other food or beverage may be sold, or given away, without the prior written approval of the Exclusive Concessionaire.

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

3. All food and beverage service shall be conducted in strict compliance with the Code of Ordinances of the City of Garland, other applicable law, and all permit requirements of the Garland Health Department. All operations must also be conducted with strict compliance to all City of Garland Fire Department and Building Codes.
4. The Exclusive Concessionaire shall provide concessions without any additional fees, minimums, or service charges for providing said concessions to any Lessee or the Curtis Culwell Center unless otherwise approved in writing by the Executive Director.
5. The Exclusive Concessionaire's concession operations will be conducted, in whole or in part, at times reasonably determined by the Executive Director, taking into account the schedule of functions at the Curtis Culwell Center. Exclusive Concessionaire shall make concessions available to patrons on move-in and move-out functions for the Lessee or its exhibitors when requested by the Executive Director. Exclusive Concessionaire shall be required to provide any reasonable special dietary requirements needed by Lessee. At a minimum, Exclusive Concessionaire will offer all concessions for sale at prices approved by the Executive Director based on fair market prices at each function hot and cold beverages, hot dogs, sandwiches, candy, popcorn, and other food as designated and approved by the Executive Director of the Curtis Culwell Center in amounts sufficient for the function. If the Exclusive Concessionaire is unable or unwilling to provide said concessions, the Executive Director has the discretion to contract other concession services.
6. There are five Concession Stands within the Curtis Culwell Center. The Curtis Culwell Center shall furnish and equip the following fixtures in each Concession Stand:
 - 1 Custom Fabricated Stainless Steel Front Counter
 - 1 Custom Fabricated Floor trough and grate with grating
 - 1 Stainless Steel three-compartment sink with faucet
 - 2 Hand Sinks with Soap and Towel Dispensers
 - 1 Mop Sink with Service Faucet and Mop Rack

Exclusive Concessionaire may not use any equipment or acquire any ice or supplies from the kitchen located in the Conference Center area of the Curtis Culwell Center without the expressed written consent of the Executive Director.

7. The Curtis Culwell Center shall have the exclusive right to all sponsorships within the facility. The Curtis Culwell Center may enter into agreements from time to time with vendors who are sponsors of the facility and are food and beverage providers. Said agreements may provide for the exclusive entitlement of their products to be sold, dispensed, poured, distributed, served, sampled, and marketed in the facility. Exclusive Concessionaire shall only make these products available and have no other competing products available to be sold, sampled, dispensed, or served anywhere in the facility. Exclusive Concessionaire shall only use products, approved cups, and carbon dioxide obtained directly from the Sponsor subject to any exceptions as may be permitted by the expressed permission of the Executive Director in writing. No permanent or temporary advertising, signage, or trademark visibility for competitive products of the Sponsor may be displayed or permitted by the Exclusive Concessionaire in the facility.

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

8. The Exclusive Concessionaire shall provide the following equipment for use in the Concession Stands during the term of the Agreement.

- 2 Menu Boards
- 1 Coffee Maker
- a. Point of Sale Advertising
- b. Concession/Menu Board Advertising
- c. Others as directed by the Executive Director

The sponsor shall routinely maintain and clean all equipment. Exclusive Concessionaire shall be able to purchase all products from the sponsor at fair market value. Exclusive Concessionaire shall not be able to enter into any sponsorship within the district and shall not enter into an agreement of any kind without the expressed written permission of the Executive Director.

9. At minimum, the Exclusive Concessionaire shall furnish, equip, install, and maintain at its own expense the following fixtures and equipment in each of the Concession Stands:

- 1 Reach-In Refrigerator
- 1 1400 Lb. Ice Maker with water filtration system
- 1 900 Lb. Ice Bin
- 1 Heated Cabinet
- 2 to 4 Work Tables (depending on each Concession Stand needs)
- 1 Mobile Work Station
- 2 Heated Sandwich Slides
- 2 Single Well Food Warmers
- 2 Hot dog grills
- 1 Popcorn Maker
- 2 Hot Food Wells
- 4 Cup Dispensers
- 1 Sandwich station with condiments
- 1 Candy Display
- 2 Straw and Condiment dispensers
- 5 Condiment tables
- 4 to 6 Point of Sale Stations located on the front counter (depending on each Concession Stand need)
- 6 Portable food carts/beverage stations for approved concession operations outside of the Concession Stands
- 1 Online and Mobile Ordering Platform

All equipment, installation, deviations must be approved in advance by the Executive Director. All equipment furnished by the Exclusive Concessionaire shall remain the property of the Exclusive Concessionaire.

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

10. Other Requirements

- a. Unless otherwise approved by the Executive Director, the Exclusive Concessionaire's concession operations shall be both conducted in the concession stands (the "Concession Stands"), and by attendants working and selling or more commonly referred to as "hawking" within the seating areas of the arena, or other area(s) as designated and approved by the Executive Director in the Curtis Culwell Center and from portable bars and food carts supplied and maintained by the Exclusive Concessionaire.

The Executive Director shall deliver possession of the Concession Stands constructed and furnished, fixtured and equipped as aforementioned, to the Exclusive Concessionaire on or before the Commencement Date. The Exclusive Concessionaire shall then furnish and equip the Concession Stands as aforementioned within 30 days. The Exclusive Concessionaire shall thereafter have the right to the use of the Concession Stands including, without limitation, the right to lock the Concession Stands; provided that the Executive Director shall be provided with keys to all concession locations and shall be permitted to enter the Concession Stands as reasonably required for emergencies and for purposes of inspection and performing the Executive Director's obligations under this Agreement.

- b. Interior cleaning of the Concession Stands, food carts and portable bars shall be the responsibility of the Exclusive Concessionaire during the term of this agreement. The Executive Director shall conduct regular inspections of the Concession Stands and Kitchen. Should such inspections indicate any maintenance, sanitation, repair or any other corrections needed, the Exclusive Concessionaire must make any correction within three days unless otherwise designated by the Executive Director. If said correction(s) is not made within the designated time, the Executive Director shall have the option to make the corrections and charge the Exclusive Concessionaire for the services plus a reasonable administrative fee. Exterior cleaning of the Concession Stands and the cleaning of all floor areas outside of the Concession Stands shall be the responsibility of the Curtis Culwell Center.
- c. Maintenance and repair of the equipment and fixtures within the Concession Stands, including those fixtures owned by both Exclusive Concessionaire and the Curtis Culwell Center, shall be the responsibility of the Exclusive Concessionaire. The Executive Director shall conduct regular inspections of the equipment and fixtures within the Concession Stands. Should such inspections indicate any maintenance, sanitation, repair or any other corrections needed, the Exclusive Concessionaire must make any corrections within three (3) days unless otherwise designated by the Executive Director. If said correction(s) is not made within the designated time, the Executive Director shall have the option to make the corrections and charge the Exclusive Concessionaire for the services plus a reasonable administrative fee. The Curtis Culwell Center shall be responsible for the replacement of the equipment and fixtures within the Concession Stands provided it can be determined that such equipment or fixture has served its normal life expectancy. The determination of the condition of such equipment or fixtures shall be made, if possible, by the manufacturer or its representative, otherwise the determination shall be made in good faith by the Executive

Director and the decision shall be final. If it is determined that the equipment or fixture has been damaged or not properly maintained by the Exclusive Concessionaire, then the Exclusive Concessionaire is liable for the replacement cost.

- d. Exclusive Concessionaire shall provide adequate staff and product(s) at all functions including catered and concession events as designated by the Executive Director.
 - e. All serving vessels used in the concession areas must be approved by the Executive Director. This is to include, but not be limited to, product containers or packages, cans, bottles, paper, plastic or Styrofoam served to patrons attending events.
 - f. Exclusive Concessionaire will clean concession areas and remove all trash and debris within 12 hours of conclusion of events.
 - g. Any agreement, or change thereof, alteration of a floor plan or setup, use of the facility, pricing, etc., between any Lessee or patron and the Exclusive Concessionaire may not transpire without the prior approval of the Executive Director.
 - h. Exclusive Concessionaire shall continually strive to enhance, expand or improve concession menus and services. Exclusive Concessionaire shall cooperate with the Executive Director in making said enhancements.
 - i. In addition to all the rules and regulations as specified in the **Catering Rules and Regulations (Exhibit A)** of the Curtis Culwell Center, the Exclusive Concessionaire shall wear professional uniforms that are approved by the Executive Director at all catered and concession events. Further, it shall be understood that all Customer Service Standards referred to in said Catering Policy are the minimal standards for all caterers or the Exclusive Concessionaire as applicable who provide services at the facility. The Exclusive Concessionaire shall be expected to perform above these standards, particularly in attire, service to clients, quality of food, professional and qualified staff, and presentation. The Exclusive Concessionaire shall be evaluated by the Executive Director and shall be notified if any areas of performance are unsatisfactory or need improvement. The Exclusive Concessionaire shall then remedy any area specified by the Executive Director in a timely manner and as directed. The Exclusive Concessionaire is subject to penalties, including an administrative fee(s) up to termination of concession privileges as determined by the Executive Director as a result of unsatisfactory performance or the failure to make the corrections as prescribed by the Executive Director.
 - j. When requested by the Executive Director, the Exclusive Concessionaire shall give a thorough report of the Exclusive Concessionaire's operation or other contents as designated by the Executive Director. The Exclusive Concessionaire shall keep all records pertaining to the operations of the concession stands as designated by the Executive Director, made by the Exclusive Concessionaire during the term of this Agreement. The Executive Director shall have the right to inspect said records at any time.
- 11.** The Exclusive Concessionaire will pay the Curtis Culwell Center the contracted fee in an aggregate of the gross sales of the Exclusive Concessionaire arising from the sale of food, beverages, and non-consumables in the Concession Stands and from portable bars and carts, as consideration for the Exclusive Concessionaire's exclusive right to handle all concession operations in the Culwell Curtis Center during the term of this Agreement. For purposes of

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

calculating the fees payable under this Agreement, gross sales from the sale of food and beverages in the Concession Stands shall not include any amounts collected to pay sales or other federal, state or local taxes (Gross sales less taxes). The Exclusive Concessionaire will pay the fees payable to GISD under this paragraph and described in this contract within twenty (20) days after each event.

12. Notwithstanding, the Exclusive Concessionaire's exclusive right to handle the concession operations in the Curtis Culwell Center, the Executive Director may grant privileges to exhibitors participating in conventions, trade shows and similar events in the Curtis Culwell Center to serve samples and to give any promotional food or beverage ("samples" and "promotional food or beverage" as used herein are defined as bite-size food portions and beverages served in containers with a volume no greater than four [4] oz.) provided that no exhibitor or other party except the Exclusive Concessionaire shall be permitted to sell or vend or otherwise collect revenues with respect to the service of any food or beverage.
13. Subject to the conditions as prescribed in this Agreement, the Exclusive Concessionaire and the Curtis Culwell Center management shall mutually determine the concession items to be offered and the amount to be charged. The items and pricing shall be based on similar facilities in the Dallas Metroplex area.
14. In connection with any function booked by the Exclusive Concessionaire in the Curtis Culwell Center, the Exclusive Concessionaire shall require its customers to pay a rental fee at the rates established by Sales Manager. Any such customer shall also be required to execute such documentation as is normally required by the Curtis Culwell Center for rental of its rooms.
15. The Exclusive Concessionaire shall designate an active, qualified, competent and experienced On-Site Manager to supervise the concessions operations in the Curtis Culwell Center. The On-Site Manager must be available when a function involving concession operations is being conducted in the Curtis Culwell Center. The On-Site Manager must also be available for staff briefings for all events. The On-Site Manager must be very familiar with all facility policies and procedures including emergency plans, and standard operational procedures during events and shall train all concession staff in said policies and procedures. Trained and professional on-site assistant managers must also be stationed at each concession stand or approved concession station.
16. Other than paper goods of exhibitors used in connection with sampling permitted hereunder, all paper goods bearing advertising, including, without limitation, cups, dishes and napkins, shall be in a form approved in advance by the Executive Director. The Exclusive Concessionaire shall provide standard menus for distribution to prospective users of the Curtis Culwell Center and suitable for distribution with the Curtis Culwell Center's sales and information kits. The menus shall include the items and current prices of available food and beverage sales and information.

Exclusive Concessionaire shall serve high quality foods and beverages that conform in all respects to federal, state and municipal laws, ordinances and regulations in adequate portions and at prices (including, without limitation, gratuities) comparable to those maintained from time to time by other first-class concession operations and competitors within the obtainable

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

market area of the facility. Services provided by the Exclusive Concessionaire to the public shall be prompt, clean, and courteous. The Exclusive Concessionaire shall be responsible for and shall secure and maintain all licenses, permits and other authorizations required for the conduct of the Exclusive Concessionaire's operations. Should the Exclusive Concessionaire not renew, lose, or have suspended any license necessary for its concession operations, then, in such event, the Curtis Culwell Center may terminate this Agreement immediately.

The Exclusive Concessionaire shall adhere to the **"Catering Rules and Regulations" (Exhibit A)** as well as observe and obey any and all rules and regulations adopted by the Executive Director with respect to the use of the Curtis Culwell Center and the events therein, and all applicable federal, state, and local governmental rules and regulations.

17. The Exclusive Concessionaire shall maintain accurate accounts of all of the Exclusive Concessionaire's concessions operations in the Curtis Culwell Center. The accounts shall show all sales made for cash, credit or otherwise, and the gross receipts actually collected. The Exclusive Concessionaire shall maintain quality cash registers at each point-of-sales station capable of multiple departments and a receipt journal. The Exclusive Concessionaire shall provide a report with the format approved by the Executive Director for all concession events and cash bars showing all beginning and ending inventories, gross receipts actually collected, all receipt journals indicating a clear audit trail of all transactions, and the "cash register" tape showing an item breakdown indicating sales of beverages, food and other total sales. The Exclusive Concessionaire will provide a detailed product mix report. The Exclusive Concessionaire will furnish the Executive Director with a sales report after each concession event no later than the close of the next business day and monthly with a copy of his current monthly inventory of concession operations in the Curtis Culwell Center. The Executive Concessionaire will provide preliminary sales report at the conclusion of the event to the Executive Director. The Executive Director shall have the right at any reasonable time during ordinary business hours to inspect the Exclusive Concessionaire's accounts and other documents necessary to confirm the gross sales the Exclusive Concessionaire reports to the Executive Director under this Agreement.

18. The Exclusive Concessionaire shall obtain and maintain during the term of this Agreement, liability, worker's compensation and fidelity insurance, and commercial vehicle liability insurance in such amounts as follows:
 - a. *Worker's Compensation Insurance*
 - i. Workers' compensation coverage shall be maintained for not less than the State of Texas statutory limits.
 - ii. Employers' Liability Insurance shall be maintained with minimum limits of not less than \$500,000.
 - iii. The policy shall contain a waiver of subrogation in favor of GISD and the Curtis Culwell Center.
 - b. *Commercial General Liability Insurance*: shall include coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability insuring the indemnity provision contained in this Agreement.
 - i. Combined limits of \$1,000,000 per occurrence for bodily injury and property

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

- damage.
- ii. Annual aggregate limit of \$2,000,000.
- iii. GISD, the Curtis Culwell Center and their officials shall be listed as additional insured
- c. *Business Commercial Automobile Liability Insurance:* shall include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles used by Exclusive Concessionaire, its employees, or its agents.
 - i. Bodily injury of \$500,000 per person and \$500,000 per occurrence.
 - ii. Property damage limit of \$100,000 per occurrence.
 - iii. Aggregate limit of \$1,000,000.
 - iv. GISD, the Curtis Culwell Center and their officials shall be listed as additional insured.
- d. *Commercial Crime Insurance:* shall include coverage for employee dishonesty, forgery or alteration, and theft, disappearance, and destruction.
 - i. Coverage shall be on a blanket basis.
 - ii. Limits shall be equal to \$100,000 per occurrence.

All policies of insurance shall be written with a company or companies approved by the Texas Department of insurance to transact business in the State of Texas and acceptable to GISD and the Curtis Culwell Center, whose acceptance shall not be unmeasurably withheld.

Exclusive Concessionaire shall furnish to the Executive Director certificates evidencing all required coverage as stated herein and shall thereafter provide the Executive Director with certificates of current coverage upon the expiration or renewal of any insurance coverage.

19. The Exclusive Concessionaire shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff including the Executive Director, and all officials or employees of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit. In the event of any asserted claim, the Exclusive Concessionaire shall at its own expense defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder. In the further event that the Exclusive Concessionaire shall fail to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Exclusive Concessionaire, and with full rights to recourse against the Exclusive Concessionaire for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. Exclusive Concessionaire further agrees to pay all reasonable attorney fees necessary to discharge said claim.
20. The GISD shall furnish utility service to the Curtis Culwell Center at the sole expense of the GISD for any function booked in the Curtis Culwell Center including, without limitation, electricity, natural gas and water reasonably required in connection with the Exclusive Concessionaire's concession and administrative operations.
21. The Executive Director reserves the right to install vending machines in the Curtis Culwell Center. Vending machines shall not compete directly with concession items but shall be available for the convenience of employees and casual visitors to the Curtis Culwell Center. The Exclusive Concessionaire may install vending machines with approval of Executive Director.

GARLAND INDEPENDENT SCHOOL DISTRICT

Special Terms and Conditions (continued)

22. Minimum Proposal Requirements

Proposals NOT meeting all minimum requirements listed below within items 1 through 3 below shall not be considered for award (of contract). Proposers who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal.

1. This RFP Document **MUST** be returned with (all) required forms. See Tab A under **Proposal Format Outline and Preparation Instructions**.
2. Must be licensed by TABC to sell and distribute alcoholic beverages. TABC licensing must be maintained through duration of contract
3. Proposed commission to be paid to the Curtis Culwell Center. The minimum acceptable proposal is thirty-seven-point five percent (37.5%) of gross sales less taxes arising from the sale of food and beverages.

23. Evaluation and Award Criteria

This information 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.

Evaluation Criteria- General Procurement		Max Points
1.	The Commission; 1. Vendor agrees to the 37.5%- 40 Points 2. Vendor agrees to the 35%- 25 Points 3. Vendor agrees to the 25%- 0 Points	40
2.	The reputation and quality of the vendor and of the vendor's goods or services; 1. 3 good references= 12 Points 2. 2 Good references= 8 points 3. 1 Good reference= 4 points 4. 0 Good reference= 0 points	12
3.	The quality of the vendor's goods or services; 1. Vendor must have a TABC license to sell alcoholic beverages- 10 Points 2. Provide staff names, qualifications, and experience of key personnel assigned to the contract, including resumes. - 10 Points	20
4,	The extent to which the goods or services meet the district's needs; 1. Please see section contents under overview provide a detailed narrative of the proposer's business philosophy - 13 Points 2. Provide a continuous improvement model with an operational plan- 10 Points	23
5.	The vendor's vast relationship with the district;	3
6.	The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB);	0
7.	Financial strength of company 1. Dunn & Bradstreet Report- 2 Points	2
Maximum Total Points		100

24. Proposal Format Outline and Preparation Instructions

The proposal shall be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated. All listed items must be thoroughly addressed and included in the appropriate section of the proposal. Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

Proposal Section	Section Contents
Tab A.	Garland ISD RFP document with signed Compliance Form and Exhibits A-C.
TabB.	References - List all references, including complete contact information, for similar food service concession's opportunities as the scope of this RFP. (Will be part of the evaluation)
Tab C.	Proof of TABC license. (Will be part of the evaluation)
Overview	The Proposer shall include a complete and detailed narrative of the Proposer's business philosophy and its proposed plan for managing the concession operations of the Curtis Culwell Center. Such narrative shall include statements that will clearly establish the policies and business practices to be employed and observed. Provide a complete and detailed description of the customers or patrons that you perceive will be attending events in the arena at the Curtis Culwell Center. The description shall demonstrate the Proposer's thorough understanding of our market's patron profiles and behavioral patterns of the various consumers attending different events especially as they apply to food service purchases. Describe the different operational challenges unique to the Curtis Culwell Center in terms of overall operation, times of operation, staffing, storage, and delivery of goods. (Will be part of the evaluation)
Staff Qualifications	Names, qualifications, and experience of key personnel assigned to the contract, including resumes. (Will be part of the evaluation)
Continuous Improvement Model	Proposer shall describe how their firm would work with the Executive Director in monitoring performance and continually striving to enhance, expand, or improve concession menus and services. (Will be part of the evaluation)
Operational Plan	Provide information relative to your firm's specific plans for providing the goods/services as stated in the Special Terms and Conditions, including but not limited to: Firm's scope and approach for providing the services and equipment. Each Proposer should submit a proposal that includes how they are equipped to handle the needs of the Curtis Culwell Center. Describe the sources, services, and equipment to be used on-site including utensils, equipment, vehicles, vans, trailers, portable coolers, etc. All concession staff will be required to wear uniforms consistent with similar other area venues. Describe or provide examples of your proposed staff uniforms. Describe resources, services, and specific equipment that you would use on site, including specifications, manufacturer and model number, and whether new or used. Provide sample menus with specific product examples and current pricing. Proposed staffing required in properly facilitating concession functions. Provide sample staffing schedules for various events including a basketball game with 2,000 patrons expected; a concert with 8,000 patrons expected; 5,000; 1,000. Explain in detail what you would do if we were expecting 2,000 and 4,000 showed up. Describe how you instruct your staff to handle difficult patrons, patrons with disabilities, emergency situations, etc. Recommendations for other food or beverage service functions that could be done in the upper arena concourses. How would you staff them, what type of counter space, displays, etc., handle point of sales, and accountability. Describe firm's approach for providing quality control and ensuring adequate personnel are available to provide a high level of service and customer satisfaction. (Will be part of the evaluation)

Commission Rate	Commission rate to be paid to GISD represented as a percentage. (Will be part of the evaluation)
Additional Information	Proposer may furnish additional information or incentives which proposer deems advantageous to their company proposal. This section should only include information not requested elsewhere in the RFP.
Contract Form	If your firm utilizes a Standard Service Agreement-Contract, please submit a copy with this proposal for our review. Please note that terms and conditions may need to be revised to comply with Texas public school procurement laws and the GISD policy and procedures. If conflicting provisions, terms and conditions within GISD
Proposal Section	Section Contents
	RFP # 370-24, Concessionaire Services CCC and those listed within your firm's Standard Service Agreement-Contract(s), GISD RFP # 370-24 terms and conditions shall prevail.

EXHIBIT A

CATERING RULES AND REGULATIONS



Catering Rules and Regulations

The Curtis Culwell Center strictly prohibits the carrying in of food and beverage items by anyone other than Curtis Culwell Center Approved Caterers. This restriction includes individuals carrying in food and beverages for meals or snacks during set-up, move-in, move-out, or show hours. All food and drink services **MUST** be provided by either the *Exclusive Concessionaire*, from a caterer listed on the Center's pre-qualified *Approved Caterer's List*, or as determined by the Assistant Director of Events Services & Operations or his/her designee. The *Exclusive Concessionaire* is Kelcher Entertainment Group.

The Curtis Culwell Center is pleased to provide the user with an excellent list of *Approved Caterers* giving the User his/her choice of some of the most well-known and respected caterers in the area. *GISD Users* must use caterers that are BOTH on the Curtis Culwell Center *Approved Caterer's List* AND the *GISD Approved Caterer's list*. This applies whenever GISD funds are being expended for food and beverage services at the Curtis Culwell Center.

The following rules and regulations apply to all caterers (any *Approved Caterers* and the *Exclusive Concessionaire*) who wish to provide food and/or beverage services for functions on the premises of the Curtis Culwell Center. These *Catering Rules and Regulations* are available to any caterer prior to his/her applying for consideration of catering privileges at the facility. Once a *Caterer Applicant* meets all the qualifications required herein, the Assistant Director of Events Services & Operations shall issue a *Catering Permit* granting catering privileges to the Curtis Culwell Center and be added to the Center's *Approved Caterer's List*.

Application Process

Application for consideration of catering privileges at the Curtis Culwell Center is detailed in these *Catering Rules and Regulations*. To be a successful candidate for application for catering privileges at the Curtis Culwell Center the applicant must:

1. Read, understand and agree to all stipulations in the *Catering Rules and Regulations*;
2. Complete an *Application For Catering Privileges* and submit the *Application Fee*;
3. Show proof and possession of the proper licenses as required by the City of Garland Health Department when submitting the *Application For Catering Privileges*;
4. Show proof and possession of, or the ability to obtain, the required insurance as outlined in these *Catering Rules and Regulations* when submitting the *Application For Catering Privileges*;
5. Provide samples of NON-DISPOSABLE plates, serving ware, and linens to be used for a Curtis Culwell Center event.
6. Attend all orientations as outlined in these *Catering Rules and Regulations*;
7. Submit a *Performance Deposit* by the applicant, if the application is accepted
8. Sign the Catering Rules and Regulations signature page (Pg. 12).

Application Fee

A non-refundable *Application Fee* of **\$100** must be paid by all caterers who, after reading and understanding these *Catering Rules and Regulations*, decide to apply for catering privileges at the Curtis Culwell Center. The purpose of this fee is to cover administrative costs incurred by the facility in the application process as outlined. If the application is denied, the fee is non-refundable, and the applicant will be notified as to the specific reason(s) the *Application for Catering Privileges* was denied. If the applicant is a caterer that is on the current *GISD Approved Caterer's List* then the applicant is not required to pay the application fee.

Caterer's Privilege Permit

If the application is approved, the applicant will submit a *Performance Deposit* and will then be issued a *Caterer's Privilege Permit*.

License Requirements

All potential caterers must be properly licensed to do business in the State of Texas, cook all food in a facility with an approved sanitation rating, and provide the facility management with their appropriate state sales tax number and Federal ID number. The caterer must be approved by the City of Garland, Texas Health Department and is expected to be erudite as well as exercise compliance with all local governmental rules and regulations regarding *FOOD SERVICE*, which may be obtained at the City of Garland Health Department.

Insurance Requirements

The caterer shall obtain and maintain during the term of this Agreement, liability, worker's compensation and fidelity insurance, and commercial vehicle liability insurance in such amounts as follows:

The caterer shall purchase and maintain an insurance policy, with a company or companies licensed to do business in the State of Texas. Such insurance will protect the caterer and GISD from claims set forth below, which may arise out of, or result from, the operations under the contract. The caterer shall file with the Director/Event Services Manager, before work is begun, certificates of such insurance which shall be subject to approval by GISD as to the company providing insurance and the manner and adequacy of insurance protection. The Caterer shall, during the performance of this Agreement, keep in force the following insurance:

1. Commercial General Liability Insurance: shall include coverage for Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability insuring the indemnity provision contained in this Agreement.
 - a. Combined limits of \$1,000,000 per occurrence for bodily injury and property damage.
 - b. Annual aggregate limit of \$2,000,000.
 - c. GISD, the Curtis Culwell Center, 4999 Naaman Forest Blvd., Garland, Texas 75040, and their officials shall be listed as additional insured (Certificate Holder).

2. Business Commercial Automobile Liability Insurance: shall include coverage for owned/leased vehicles, non-owned vehicles, and hired vehicles used by Concessionaire, its employees, or its agents.
 - a. Bodily injury of \$500,000 per person and \$500,000 per occurrence.
 - b. Property damage limit of \$100,000 per occurrence.
 - c. Aggregate limit of \$1,000,000.
 - d. GISD, the Curtis Culwell Center, 4999 Naaman Forest Blvd., Garland, Texas 75040, and their officials shall be listed as additional insured.

*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 One (1) million dollar aggregate.

The Caterer shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, 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 policies.

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 GISD.

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 GISD. Caterer shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by GISD.

Caterer shall be responsible for their employee(s) dishonesty, theft, disappearance and/or destruction of GISD property.

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.

Caterer shall furnish to the Event Services Manager Director certificates evidencing all required coverage as stated herein and shall thereafter provide the Event Services Manager Director with certificates of current coverage upon the expiration or renewal of any insurance coverage. Caterer shall verify with facility management that the caterer's policy is in force with the proper insurance carrier prior to each catered event. Facility management will further verify that the minimum coverage amount, as well as the proper type of coverage, is issued prior to each event.

Indemnification and Loss/Damage Liability

The Curtis Culwell Center and Garland I.S.D. assume no responsibility for the negligence or oversight of the caterer which results in damage of property or injury to persons arising from any and all claims that could be made to the caterer. The caterer or official representative hereby releases, indemnifies and saves Garland I.S.D. harmless from said

claims, as well as product liability for any and all food or beverage prepared, served or provided at the Curtis Culwell Center.

The caterer shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff including the Assistant Director, and all officials or employees of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit. In the event of any asserted claim, the caterer shall at its own expense defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder. In the further event that the caterer fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the caterer, and with full rights to recourse against the caterer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The caterer further agrees to pay all reasonable attorney fees necessary to discharge said claim.

The caterer acknowledges that Garland I.S.D. shall not be liable or responsible to the caterer, its employees or agents for defects in, or failure of, equipment or premises which occur during the occupation and use of Curtis Culwell Center facilities by the caterer. Further, the caterer does indemnify and hold the Garland I.S.D., its officials and employees harmless from any claims, damages or lawsuits arising from the use of Curtis Culwell Center facilities and/or equipment by the caterers. In the event of any asserted claim, the caterer shall at its own expense defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder.

In the further event that the caterer fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the caterer, and with full rights to recourse against the caterer for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The caterer further agrees to pay all reasonable attorney fees necessary to discharge said claim.

The caterer shall be responsible for any and all damages to the buildings, furnishings, fixtures or equipment sustained from use and/or occupation of same by the caterer whether caused by the caterer, its agents or any other persons connected with the caterer's function. Charges to the caterer for such damage will be equal to the cost of repairs and/or replacement.

Caterer waives, releases, relinquishes, and discharges Garland I.S.D. of and from any and all claims of any nature, including damage or loss of property, injury to persons (including death), or any other loss, demand, liability or expense caused by or in connection with caterer's use of the Curtis Culwell Center.

Fire Safety

The caterer shall not use, or permit the use of, flammable liquids, open flames, electrical equipment, cables and connections, or the use of propane without prior approval of the facility management and Garland Fire Department officials. All decorations must be fire retardant and certain decorations may require a Certificate of Fire Retardancy. All necessary permits may be obtained from the Fire Marshal's office, City of Garland. The caterer is encouraged to ask prior to the event regarding the use of decorations, equipment, etc.

Orientation by Curtis Culwell Center Staff

An orientation of the facility regarding procedures relating to check-in, move-in, cleanup, inventory checkout, move-out, use of the trash compactor and dumpster, linen, permitted areas of use, as well as restricted areas, will be given to the caterer by the Assistant Director or his/her designee. Caterers will also be given other information including facility policies and procedures and will be expected to be knowledgeable and follow all the rules and guidelines as applicable.

Caterer's Performance Deposit

As a requirement for approval of the caterer's application, all caterers will be required to submit a non-interest bearing advance *Performance Deposit* in the amount of **\$500**. This amount will be retained in escrow for a minimum of one (1) year by the Curtis Culwell Center. The *Performance Deposit* will only be returned if until the applicant is removed from the approved caterer's list by the Curtis Culwell Center for non compliance or the applicant requests to be removed. If the applicant is a caterer that is on the current *GISD Approved Caterer's List* then the applicant is not required to submit the *Performance Deposit*.

The *Performance Deposit* will be applied to the following:

- Payments that are fifteen (15) days past due to the Curtis Culwell Center
- Damage to, or loss of, catering equipment and/or facilities caused by the caterers
- Costs resulting from the caterer's improper cleaning of the facilities
- Any other liability for funds due to the Curtis Culwell Center arising out of the use of the Curtis Culwell Center facilities by the caterer
- Administrative fees to compensate the facility for following up or taking action of non-compliance of these *Catering Rules and Regulations* as needed.

In the event that it becomes necessary for the facility to charge the caterer for any of the items listed above, the *Performance Deposit* must be replaced (brought back up to **\$500**) by the caterer prior to his/her future use at the Curtis Culwell Center. The *Performance Deposit* will be refunded to the caterer after one (1) year contingent on the following:

- *Caterer's Privilege Permit* is denied or revoked.
- Caterer fails to adhere to the facility and/or *Catering Rules and Regulations*.
- Caterer no longer desires to provide food and/or beverage services on the premises of the Curtis Culwell Center.

Exclusive Product Agreements

The Curtis Culwell Center may enter into agreements from time to time with vendors who are sponsors of the facility and/or are food and beverage providers. Said agreement may provide for the exclusive entitlement of their products to be sold, dispensed, poured, distributed, served, sampled, and marketed in the facility. The caterer shall be informed by the Curtis Culwell Center of the applicability of such agreements, if any, to that caterer's provision of services. If any such agreements are applicable to caterer, caterer shall only make these products available and have no other competing products available to be sold, sampled, dispensed, or served anywhere in the facility. If applicable, no permanent or temporary advertising, signage, or trademark visibility for competitive products of the caterer may be displayed or permitted by the caterer within the facility.

Catering Fee

The caterer will be charged a fee of **twenty percent (20%)** of the sales and services arising from the sale of food, linens, china, silverware, and non-alcoholic beverages; exclusive of sales tax and gratuity, for each function served. All caterers will be fully responsible for payment of this catering fee and not the client. The client is not obligated to pay the commission fee. A copy of the caterer's total (all-inclusive), final invoice to the user, signed by the client, accompanied by payment of the fee in full shall be remitted to the Curtis Culwell Center, three (3) business days prior to the event or the caterer may not be allowed to cater the event. Delinquent payments shall bear interest at the highest lawful rate of interest until paid. Also, catering privileges will be suspended until account has been made current. The Curtis Culwell Center reserves the right to hold the caterer liable for the full amount owed, all collection and/or attorney fees, court costs, plus any administrative fees incurred by facility management in taking action.

Acceptable forms of payment three (3) business days prior to the event or earlier: cash, credit card with a 4% fee, check, or ACH payment

Acceptable forms of payment LESS than three (3) business days prior to the event: cash or credit card with a 4% fee, and ACH payment (no checks will be accepted)

A copy of the Banquet Event Order signed by both the client and the caterer, including menu, pricing, guest count must be forwarded to the Director Event Coordinator or his/her Designee no later than four (4) days prior to the event.

If the caterer does not submit the BANQUET EVENT ORDER to the facility management as required, he/she will be denied use of the facility and are subject to removal from the approved Caterer's List. In the event the caterer does not provide this information in said timely manner, the lessee will be notified and another caterer will be given the opportunity of the catering contract for the event. There shall be no catering fee for sales and services for GISD events.

Kitchen Rental

The Assistant Director or his/her designee must be notified in writing, using a Kitchen Rental Guidelines and Fees Form as soon as possible but no later than thirty (30) days prior to the event by an *Approved Caterer* to make arrangements for the use of the full kitchen and/or walk-in

refrigerator/freezer; limitations include the needs of the *Curtis Culwell Center* based on capacity and the number of caterers in the building the same day. Kitchen Rental Guidelines and Fees Forms may be obtained from an Event Coordinator or the Event Services Manager. Two (2) hot boxes and the ice machine are available at no charge. The Director Event Services Manager or his/her designee shall make the final determination of equipment access for all caterers. Adjustments may be made only by approval of the Assistant Director of Event Services & Operations Director.

Approved Caterers must first obtain written permission to use kitchen equipment. Caterers are expected to clean and sanitize all counters, carts, appliances, and equipment owned by the Curtis Culwell Center after use or may be charged for cleaning.

Caterer's Responsibilities

When approved by the Event Services Manager/Director, the caterer will be allowed the use of fixed equipment only. Each Caterer must provide all other catering equipment and items necessary for the completion of each function including: all NON-DISPOSABLE serving ware (China dishes, glass pitchers, glassware, metal flatware, etc.), linen, bus pans, mobile carts, additional hot boxes, trash cans, etc. The linens must be set on all tables at customer move-in time. All food service items (trays, dirty linen, rental equipment and any other property of the caterer) must be removed from the facility immediately upon completion of the event. The Curtis Culwell Center is not responsible for items lost, damaged or stolen which belong to either the caterer or a rental company.

Caterers must supply their own warming carts over and above the two (2) provided. The Curtis Culwell Center will open the kitchen for caterers to use the ice machine. The caterer provides ice chests to transport the ice from the kitchen to the service hall. Additionally, caterers must supply containers to chill food and beverage items.

Alcoholic Beverages

Alcoholic beverages are allowed on the Curtis Culwell Center property as long as provided by the approved Curtis Culwell Center Concessionaire.

Smoking

Smoking is not permitted in the facility or anywhere on the Curtis Culwell Center property.

Concessions

The Curtis Culwell Center shall have exclusive rights to all concession operations to include any food service in any space where patrons would be charged for food or beverages including alcohol at a point of sale. No food/beverage including alcohol samples may be given out for free without prior approval from the Assistant Director or his/her designee.

Event Check-in

Catering Rules & Regulations
Board Approved June 30, 2005
Revised November 2005
Revised September 1, 2008 (20% fee)
Revised August 17, 2010
Revised December 1, 2010
Revised September 2, 2011
Revised June 21, 2017
Revised January 8, 2019
Revised August 9, 2023

The caterer is required to advise facility management of their move-in time, the name and telephone number of the designated catering representative in charge of move-in, and number of staff at least three (3) days prior to the event. The designated representative must be authorized by the caterer to sign the *Event Check-in Form*. All inventory items that are broken or damaged must be noted on the *Damage Form(s)* located in the kitchen. Caterers are responsible for all broken, damaged or missing equipment.

Event Check-in Form

Immediately prior to move-in, the caterer is required to do a walk through of the areas to be used by the caterer with the *Event Coordinator* as well as an inspection and count of all equipment requested and the condition.

The inspection will include:

- Condition of all the areas to be used or accessed by caterers
- Inventory and condition of all equipment requested

After the inspection, both the caterer's representative and the Event Coordinator must sign the *Event Check-in Form* before move-in by the caterer to proceed. Move-in is always via the rear loading dock of the facility. Delays of move-in time, absence of an authorized representative or any other situation at move-in that causes a financial imposition regarding unscheduled staff time to the facility will be billed to the caterer.

Loading and Unloading

The spaces in front of the facility are for Curtis Culwell Center lessees, their guests or patron's visitors. Fire lanes may not be blocked or used for parking. Caterers may load and unload food, equipment, and other items only at the dock unless otherwise approved by the Event Services Manager Director or his/her designee.

Vehicles may not be left unattended at the loading dock. No vehicles will be allowed inside the facility. Catering vehicles must be moved immediately after loading or unloading to a parking space. Prompt loading and unloading of vehicles is required.

Catering staff may not park in any illegal area or in a manner which would block the dumpster, or prohibit vehicles to pass. Parking is allowed in approved marked or designated spaces only.

Catering Personnel and Customer Service Standards

The Curtis Culwell Center strongly suggests that meals for more than 300 guests be served as a plated meal. The CCC recognizes that any catered event has a direct reflection on the facility. Every lessee and guest is entitled to a pleasant and memorable experience at our facility. It is our wish that caterers serve our clients well and that your services reflect favorably on the facility. It is expected that all caterers shall properly screen their employees and administer drug tests and criminal background checks on prospective hires. Caterers are expected to train all

employees to meet or exceed the expectations that are outlined in these policies. For customer service as well as security reasons all catering personnel should be an active employee of the Caterer for at least two months before working at the Curtis Culwell Center.

It is our policy to provide the highest standards of quality customer service to our lessees and their guests. Therefore, it is necessary for us to set the proceeding minimal standards for all caterers providing services at the Curtis Culwell Center. Professional uniforms should be worn at any catered event by catering staff.

Approved attire for catering staff

- White or Black shirt (clean and pressed)
- Black slacks that are clean and pressed (NO jeans)
- Bow tie or tie
- Black shoes (NO open-toe, or athletic shoes)
- Exceptions must be approved by the Assistant Director or his/her designee
- All catering staff must be appropriately attired at least one (1) hour before guests arrive and remain in said attire for a minimum of thirty (30) minutes after guests leave.

Catering Expectations

- Under no circumstances will the Curtis Culwell Center allow food to be dropped off by the caterer. The caterer must provide the proper number of servers and staff to ensure excellence service for the duration of the event.
- All equipment is for use for events being held at the Curtis Culwell Center only. Caterers are not to prepare food in the Curtis Culwell Center kitchen to be taken to other locations or events.
- Without exception, all clients will be provided with clean linen tablecloths and napkins.
- All plated meals must be served in a prompt, expedient, timely, and professional manner.
- It is expected that all wait staff will:
 - Follow appropriate serving etiquette
 - Smile and be courteous
 - Keep tables bussed and clean at all times
 - Keep all back preparation areas and trash cans invisible to guests
 - Serve the guests in a manner with which they are pleased at all times
- Rolled silverware is allowed only on buffet lines. In all plated service, the silverware must be appropriately placed on the table.
- When providing plated service, the wait staff is responsible for refilling guests' coffee cups or tea glasses.
- Catering personnel should use the restroom facilities at the back dock and not the guest restrooms on the east side of the conference center.

During The Event

- Keep all hallways and exits unblocked and in compliance with all building and fire codes.
- All non-essential food items must be kept in the service hallway out of sight of guests.
- While an event is in progress, the catering staff must be mindful of the client's program and be as quiet as possible during presentations. During prayers or Pledge of Allegiance the catering staff will be still and silent.
- Caterer will only use doors approved by the Event Coordinator.
- An Event Coordinator will be assigned to each event. This staff person shall be considered the building's Manager-On-Duty and shall have final authority on all issues as related to policies, procedures, safety, fire and building codes, and fulfilling the contract with the Lessee. The Event Coordinator will be available to answer any questions or assist the caterer to ensure that the lessee and the guests have an enjoyable experience at the Curtis Culwell Center.

Cleanup Policy

- Kitchen floors should be thoroughly swept and mopped.
- All trash cans used must be thoroughly rinsed and returned to where they were found.
- **All trash cans used must be relined with quality, heavy duty liners (provided by caterer).**
- Back hallways should be left clean and in compliance with fire and building codes
- All rented inventory should be put away in the appropriate place.
- All facility equipment used must be washed, sanitized, and completely cleaned
- Remove ice scoop from the ice machine
- Put all boxes not broken down into the Curtis Culwell Center trash compactor. Put trash bags only in the dumpster. No trash may be left in the building or on the grounds.
- Do not pour any liquids or food on the stairs, ground, or paved areas.
- Dining areas should be swept.
- All catering equipment and other equipment not rented from the Curtis Culwell Center should be removed from the building. Storage fees will be imposed for equipment left in the building that is not approved in advance with facility management.
- Put all cleaning equipment back in the proper place(s). Do not leave trash cans at dock.
- After the event, walk through all areas used with facility staff and complete the Event Check-out Form acknowledging the condition of the facility, equipment and inventory.
- The facilities used by the caterer are expected to be left in the same general condition as found. If the kitchen, dish room and back hallways are not left clean, the caterer will be charged a minimum of \$100 cleanup fee or a \$50 per hour fee. This amount will be taken out of the *Performance Deposit*.
- The catering company will not be allowed back into the building until the deposit is brought back up to \$500

Event Check-out

After the event is over, the caterer is expected to begin cleanup. The caterer is expected to notify the facility staff when he/she is ready for cleanup. Cleanup is expected to be timely and thorough as outlined in the *Cleanup Policy*. Any broken or missing items must be reported at check out to the event Event Coordinator on duty. Immediately after cleanup and move-out, the catering representative who signed the *Event Check-in Form* will be required to do a walk-through of the areas used by the caterer with facility staff as well as conduct an inspection and count of all equipment used and the condition thereof. The inspection will include:

- Condition of all the areas used or accessed by caterers.
- Inventory and condition of all equipment used.

After the inspection, both the caterer's representative and the facility staff must sign the *Event Check-out Form*. Move-out is always via the loading dock of the facility. Delays of move-out time, absence of an authorized representative or any other situation at move-out that causes a financial imposition regarding unscheduled staff time to the facility will be billed to the caterer.

Revocation of Privilege Permit

The *Caterer's Privilege Permit* may be revoked by the Curtis Culwell Center at any time upon the occurrence of any one of the following:

- Use of any disposable items (plates, utensils, serving pieces, etc.)
- Failure to make required payments in a timely basis.
- Failure to coordinate the event with the Event Services Department in the stated prescribed manner.
- Failure to take proper care of the equipment and/or failure to properly clean
- Failure to comply with stated pre-event and post-event check-out procedures.
- Revocation of the City of Garland Health Department certification.
- Violations of any Fire or Building Codes while operating in the facility.
- Failure to maintain proper business licenses and/or proper liability insurance coverage.
- Failure to abide by the above-stated rules and regulations.
- An unsatisfactory evaluation of the caterer's performance during an event by the lessee.
- Unsatisfactory or egregious customer service, etiquette or presentation.

Reinstatement of Catering Privileges

Any caterer who has catering privileges revoked may be required to go through the entire application process again. Reinstatement of a revoked *Caterer's Privilege Permit* will be made upon the recommendation of the facility management and only with final approval of the Director.

Revision of Policies

The Assistant Director of Event Services & Operations reserves the right to revise or amend these policies at any time that he/she deems necessary. The caterer will be notified of any changes within ten (10) days of said revisions. Caterers must sign a new contract containing said changes or amendments to continue catering privileges in the facility.

Caterer’s acceptance of these policies

The undersigned has read and understands all the stipulations in these catering policies. In consideration for use of the privileges sought, the applicant agrees to accept the responsibilities and stipulations of these policies, and agrees to be bound by all terms and conditions set forth herein. The applicant hereby submits the *Application Fee* for consideration of catering privileges at the Curtis Culwell Center.

Company Name

Date

Authorized Contact Name (Please print)

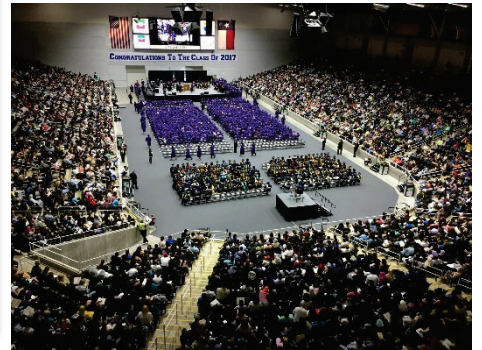
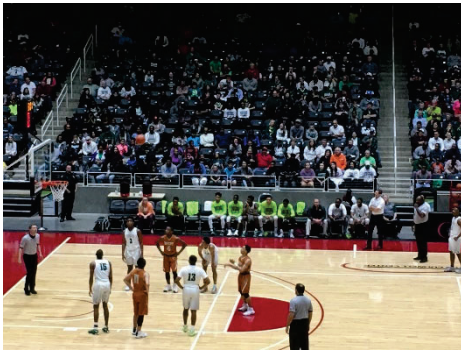
Authorized Signature

EXHIBIT B

**CURTIS CULWELL CENTER
EVENT SERVICES HANDBOOK
POLICIES & PROCEDURES**



CURTIS CULWELL CENTER



EVENT SERVICES HANDBOOK

POLICIES & PROCEDURES

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**Curtis Culwell Center
4999 Naaman Forest Blvd.
Garland, Texas 75040**

Phone: 972-487-4700 Fax: 972-487-4774

Foreword

Mission Statement

The Curtis Culwell Center incorporates and enhances 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.

This facility expands opportunities for education, fine arts, and entertainment while operating at all times in a professional manner offering the citizens of the communities the highest value of service possible.

The Facilities

The Curtis Culwell Center is a beautiful state-of-the-art multi-purpose facility, located near George Bush Turnpike between North Garland Avenue and Brand Road directly adjacent to Naaman Forest High School, and the Gilbreath-Reed Career and Technical Center.

The Curtis Culwell Center, boasting over 190,000 square feet of space, welcomes district and community events of all kinds including graduations, sports events, concerts, teacher in-service activities, national and regional tournaments, banquets, weddings, corporate training, meetings, trade shows, world-renowned performances, and a myriad of other public and private events. Senior management at the center has over 50 years of experience in similar venues. The facility hosts several hundred events a year.

The facility is designed by one of the nation's leading architectural firms, HKS, Inc. The firm has been responsible for the design of many of the Metroplex's most visible sports and entertainment venues including American Airlines Center, The Ballpark at Arlington, Bass Performing Arts Center, the Dr Pepper Ballpark, and the Frisco Dr Pepper Stars Center.

The Curtis Culwell Center, with over 1,700 adjacent, well lit, and secure parking spaces, includes an arena and a conference center, two distinct but connected components.

The arena is complete with 6,860 fixed bowl seats and 17,085 sq. ft. of arena floor space. The arena can be configured for both a full-house and half-house set-up. A 13' x 22' big screen HD video board is located on the South arena wall.

The upper concourse of the arena has over 18,000 square feet of area with windows all along the north wall giving patrons a spectacular panoramic view and includes 6 arena view suites as well as two large hospitality suites. The hospitality suites contain over 3,200 square feet of space

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overlooking the arena floor atop the end center of the upper concourse. Large parties can enjoy their own private catered function while enjoying an event in an elegant glass-enclosed room complete with monitors, as well as cable TV, internet, and voice connections.

The conference center, containing over 18,000 square feet of configurable space, includes the grand ballroom, two large meeting rooms of over 1,000 square feet each, and a lecture hall.

The grand ballroom has over 8,000 square feet and can seat over 400 for banquets. This space can be split into as many as seven different rooms. State-of-the-art technology includes large hideaway screens as well as four projectors in the ceiling and ample electrical, telephone, data, and internet drops.

The lecture hall is designed to accommodate over 120 guests in a tiered theater-seating format. The seats are equipped with permanent classroom tables that are wired for voice or data access. A permanent projection screen and overhead LCD projector are available to users of this space. The configuration of this space is appropriate for training sessions, lectures, presentations, meetings, and other similar functions.

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. The Curtis Culwell Center currently draws 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 center have annual incomes that exceed \$100,000. Corporations from the Metroplex play a significant role in the overall success of the center by hosting meetings, conferences, and conventions.

The Curtis Culwell Center serves as 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 state of Texas and the Metroplex, serving over 57,000 students and employing more than 7,500 employees.

I. GENERAL POLICY

- 1.01 The Garland Independent School District (GISD), P.O. Box 469026, Garland, TX 75046-9026, makes the Curtis Culwell Center available, on a non-discriminatory basis to GISD departments, to all groups of citizens, non-profit organizations, for-profit organizations, and visitors for the purposes and uses that are in keeping with the nature and stature of the facility. The requirements contained herein are intended to implement such policy while providing necessary safeguards to protect the facility and its furnishings.
- 1.02 Use of space at the Curtis Culwell Center shall be allowed after an applicant has filed an application for the use intended and is approved by the Sales Manager.

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Upon approval of the application, the Sales Department will issue a Lease Agreement.

- 1.03 The Curtis Culwell Center will not, because of an applicant's ethnicity, religion, sex, or national origin, refuse an application or impose an unreasonable burden as outlined in the State of Texas Civil Practices and Remedies Code. However, the Director may impose additional conditions for use of the Curtis Culwell Center as may be necessary to ensure compliance with the purposes of these policies, or preserve the property under the control of the Director for the uses to which the facility is intended and dedicated.
- 1.04 No space in the Curtis Culwell Center shall be approved for use to any applicant that is not in compliance with the requirements of all applicable local, federal, or state statutes, rules, or regulations. Further, applicants must meet all requirements prohibiting discrimination on the basis of race, religion, color, sex, national origin, physical or mental disability, age, or other classification as applicable. Further, any Lessee conducting an event open to the public, or for which there is an admission paid, shall not discriminate against any person, directly or indirectly display, circulate, or publicize or mail any advertisement, notice or communication which states or implies that any facility or service shall be refused or restricted because of race, sex, color, religion, ancestry, national origin, or physical challenge.
- 1.05 Presentations or productions that are, in the judgment of the Director, not in harmony with the goals and purposes of the Center, cause damage or may potentially damage the property, fixtures, or equipment are prohibited. Applicants who have been found to have damaged other spaces shall be denied use.
- 1.06 The Curtis Culwell Center shall practice the same site based management principles as set forth in other facilities. The Director or his designee shall be in charge of the building at all times and be the authority in administering the Policies and Procedures outlined in this handbook, the Box Office Procedures Manual; and the Catering Rules and Regulations. The Event Services Manager shall assign an Event Coordinator to each event. The Event Coordinator shall be considered the "Manager on Duty" for any event and be the authority to all event staff (including box office, security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, etc.) and will ensure that all approved provisions as per the Lease Agreement are completely fulfilled by both the Curtis Culwell Center and the Lessee, and administer these Policies and Procedures in the absence of the Director. The Lessee or its agent(s), representatives, employees, staff, etc., as well as patrons attending an event, are expected to abide by any direction given by the Event Coordinator or other facility staff working under the Event Coordinator. The Event Coordinator shall have final authority and decisions to all safety and building code issues as well as including capacities, evacuations, etc. No Lessee or any GISD official OTHER

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THAN THE Superintendent of Schools or designee, may override or interfere with any action made by the Director or the Event Coordinator during an event in regards to (1) safety and building code issues including capacities, evacuations, etc.; (2) administering these Policies and Procedures; Box Office Procedures Manual; and the Catering Rules and Regulations; (3) authority to all event staff (including box office, security, concessions, caterers, ticket takers, ticket sellers, ushers, will-call attendants, other event staff, etc.); (4) or ensure that all approved provisions as per the Lease Agreement are completely fulfilled by both the Curtis Culwell Center and the Lessee. Lessees, officials, etc., shall first check with either the Director or the Event Coordinator for all requests or if any action is needed at the Curtis Culwell Center.

II. DEFINITIONS

2.01 The following are words, terms, and phrases when used in these Policies shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

- *Allocation* is defined as an amount set aside in the Curtis Culwell Center budget used for staging GISD District events or any events designated by the Superintendent or his/her designee.
- *Applicant* is defined as a person who applies to the Sales Department for use and occupancy of any space(s) in the facility or on the grounds.
- *Approved Applicant* is defined as an applicant whose application for use of a space of the facility has been considered and approved by the Sales Manager, but who is not yet a Lessee as herein defined.
- *Caterer* is defined as any person, firm, or organization, approved by the Event Services Manager, who sells or serves or intends to sell or serve food and/or beverages at the Curtis Culwell Center. Caterers permitted to provide services must either be the *On Premises Caterer* or an *Approved Caterer*.
- *Director* is defined as the Director of the Curtis Culwell Center or his/her designee.
- *District User* is defined as any user who is with GISD and has written approval by either the superintendent or an assistant superintendent, and has the necessary allocated funds to stage an event.
- *District Approved Caterer* is defined as any *Approved Caterer* that has responded to an RFP from GISD and is on the *GISD Approved*

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Caterer List as well as the *Approved Caterer List* of the Curtis Culwell Center.

- *Event* is defined as any type of function or activity for which a space in the facility is occupied.
- *Facility* or *Facilities* is defined as all spaces within the Curtis Culwell Center or its parking facility, or open space on the grounds of the Curtis Culwell Center, or any part or parts thereof.
- *Fireworks* are defined as any composition or device designed to produce a visible or audible effect by combustion, explosion, deflagration, or detonation, such as firecrackers, cannon crackers, skyrockets, torpedoes, Roman candles, sparklers, squibs, fire balloons, star shells, gerbs, or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display, and such term shall include all articles of substances within the commonly accepted meaning of fireworks, whether specifically designated and defined herein or not.
- *Lessee* is defined as an approved *Applicant* who has entered into a *Lease Agreement* or a *Special Event Agreement* as described herein and has submitted any required deposit(s) or paid the rental fee; provided, however, the term shall not include any person whose Lease Agreement has been terminated or cancelled.
- *Lessor* is defined as the Curtis Culwell Center.
- *Non-District User* is defined as private individuals, promoters, corporations, businesses, companies, agencies, or organizations.
- *Not-for-Profit User* is defined as a user or organization that holds a determination letter from the Internal Revenue Service that it is exempt from taxes under Section 501(a) of the Internal Revenue Code of 1986, as amended, by virtue of Section 501(c)(3); a church or a convention or association of churches within the meaning of Section 170(b)(1)(A)(ii) of the Internal Revenue Code of 1986, as amended; or an entity listed in Internal Revenue Service Publication No. 72, *Cumulative List of Organizations Described in Section 170 (c) of the Internal Revenue Code of 1986, as amended*. The term also includes the State of Texas and the United States of America and their agencies and political subdivisions. Current and legal documentation identifying the status of any such organization will

be required. *Not-for-Profit Users* are exempt from paying any applicable state taxes.

- *Occupy* or *Occupancy* is defined as that the Lessee, his/her agent, employee, contractor, subcontractor, or any patron of the Lessee's event, is physically present within the facility.
- *Parking Facility* is defined as any of the Curtis Culwell Center surface parking lots.
- *Rental fee* is defined as the total of all charges prescribed in this policy or the use or occupancy of the facility.
- *School Related Groups* are defined as groups who are sponsored by GISD. To qualify as a *School Related Group*, the applying organization must be officially recognized as such by the Superintendent. *School Related Groups* receive the discounted rate on room rental fees. Fees for services, equipment, labor, etc., are not discounted.
- *Curtis Culwell Center* is defined as the Curtis Culwell Center, located at 4999 Naaman Forest Blvd., Garland, TX 75040 and its facilities, including the Conference Center, Arena, Ballroom(s), Meeting Room(s), Concourse(s), other rooms approved for use for a User within the facility, and associated parking areas and open spaces.
- *Supporting Community Based Organizations* are defined as groups who are officially recognized as such by the Director. *Supporting Community Based Organizations* receive the discounted rate on room rental fees. Fees for services, equipment, labor, etc. are not discounted. Examples of groups the Director may qualify include; area governmental agencies, Chamber of Commerce, civic organizations, fraternal organizations, service clubs, and other school districts.
- *User* is defined as any person, firm, or organization that makes use of the Curtis Culwell Center.

III. APPROVAL OF EVENT APPLICATION

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- 3.01 No person, firm, or organization shall be considered for approval of any use or to occupy any portion of the facility prior to having completed an Event Application.
- 3.02 Applicants shall complete all relevant information on the Event Application. Applicants must guarantee all activity is lawful, that behavior will be orderly, and that Applicant will pay for any damages including, but not limited to, bodily injury, property, and will be responsible for compliance with all applicable laws including, but not limited to, the Americans with Disabilities Act (ADA) or other local, state, and federal laws for which the Lessee shall become liable due to their use of the premises. The applicant must reveal all information about the event to the Sales Department. Failure to do so may cause an immediate cancellation of the Lease Agreement and/or the event.
- 3.03 Applicants must submit all advertising of any kind including, but not limited to, newspapers, flyers, magazines, radio copy, television copy, handouts, etc., prior to their release for approval in writing by the Event Services Manager. Any advertising copy not approved by the Event Services Manager may cause an immediate cancellation of the Lease Agreement and/or the event.
- 3.04 Any misrepresentation by any Lessee or its agent(s), employees, etc., representing Lessee, any violation of these Policies and Procedures, any violations or permitting violations of any local, state, or federal laws, fire or building codes, any abuse of the property, any untimely or overdue documentation as requested for the Lessee to produce and/or execute by the Director, or any overdue or non-payment of fees may result in immediate termination of the Lease Agreement and the event, to include a requirement by the Director for the Lessee, and its agent(s) to immediately vacate the premises. Such action may result in the Director's denial of future use requests of Lessee, its agent(s), or other affiliations as appropriate.

IV. SCHEDULING POLICY AND TERMINOLOGY DEFINITIONS

- 4.01 *Tentative Hold (First Option):* A temporary hold on a portion or the entire facility by a prospective user without a deposit. The Curtis Culwell Center shall only hold a date with a *Tentative Hold* for ten (10) consecutive days. First Option refers to the original prospective user on an unexpired *Tentative Hold*.
- 4.02 *Second Option:* A tentative back-up reservation to an active *Tentative Hold* or the *First Option*. These reservation requests will be contingent upon release of the prior (*First Option*) reservation. *Second Option* refers to the second prospective user making a request without deposit on the same space(s) and date(s) of an unexpired *Tentative Hold*. Additional requests (i.e. more than

two) may also be made from additional prospective users as well. These become third, fourth, fifth, etc., and are handled in the order received.

- 4.03 *Release:* The relinquishing of a temporary hold either by the prospective Lessee or by the Curtis Culwell Center. The Curtis Culwell Center will release any tentatively held date after ten (10) days after it is initially held or sooner through a "challenge" by another prospective user adhering to the *Challenge Policy*. The Sales Manager of the Curtis Culwell Center retains the right to extend the hold period on a case-by-case basis.
- 4.04 *Challenge Policy:* Relates only to a *Tentative Hold* on any given space and date. In instances where a prospective user(s) is holding a space(s) and date with a *Tentative Hold (First Option)* and that space and date is also desired by another prospective user, that space(s) and date(s) may be "challenged" by the second request or "challenging party". The space(s) and date(s) become challenged if the "challenging party" places a refundable rental fee payment in the amount of one-hundred percent (100%) of the base rental fee of the requested space and date. The original prospective user will then be immediately notified and will have no more than 48 hours to place an equal non-refundable fee made by the "challenging party", and execute a *Reservation Commitment Agreement and Lease Agreement*. If the original prospective user places a timely deposit and executes a *Reservation Commitment Agreement and Lease Agreement*, then the space(s) and date(s) shall become a "Confirmed Hold" in favor of the original prospective user and the deposit made by the Challenging Party will be refunded. However, if the original user releases the date(s) or does not remit the required timely deposit and/or the *Reservation Commitment Agreement and Lease Agreement*, then the space(s) and date(s) shall become a "confirmed hold" in favor of the "challenging party" upon the "challenging party's execution of a *Reservation Commitment Agreement and Lease Agreement*. The deposit received by the "challenging party" shall then be retained as a non-refundable deposit. All payments related to the *Challenge Policy* must be submitted by cash, credit card, certified check, or wire transfer.
- 4.05 *Confirmed Hold:* When a *Reservation Commitment Agreement and Lease Agreement* are executed and a non-refundable rental fee payment of 50 percent (50%) of the base rental fee payment is received from a prospective user (Applicant), a reservation request is considered to be a hold that is confirmed or a *Confirmed Hold*. The prospective user is also expected to submit an executed Curtis Culwell Center *Event Application* in order to *Confirm Hold* their event date.
- 4.06 *Definite:* Dates held for space in the Curtis Culwell Center are only considered *Definite* upon (1) the approval of the Curtis Culwell Center *Event Application* and timely submittal of all other information as requested by the Director; (2) remittance of the required base rental payment and an executed *Reservation Commitment Agreement*; (3) a *Certificate of Liability* providing proof of

insurance; (4) the executed *Lease Agreement*; (5) the submittal of a *Damage Deposit*; and (6) the balance of the full payment fees received thirty (30) days prior to the event date.

- 4.07 *Date Protection Policy*: The Curtis Culwell Center, in the best interest of all potential building users, reserves the right to maintain a reasonable time period of thirty (30) days between similar types of commercial consumer shows (exhibits, sport shows, sales, family events, musical productions, etc.) It is the intent of the Curtis Culwell Center to invoke this time separation as a means of insuring the success of all events held in this facility. The Sales Manager may determine for some events that a longer period than 30 days may be appropriate in spacing similar events.

V. SCHEDULING PRIORITIES

- 5.01 Scheduling priorities refers to the Curtis Culwell Center's booking timeline with events consistent with the mission statement of the facility.
- 5.02 Priority for scheduling dates in the Curtis Culwell Center is as follows:
- A. *First Priority Bookings* - GISD graduations.

VI. PROCEDURE FOR RESERVING THE CURTIS CULWELL CENTER

- 6.01 The Curtis Culwell Center shall be available to all users, on a first-come, first-served basis.
- 6.02 All applications for use of the Curtis Culwell Center shall be filed with the Sales Department. The Sales Manager shall establish the form of the application and the necessary information required therein. Such information shall include all proposed advertising copies of any kind, the disclosure of any nudity, profanity, excessive violence, or other conduct that may be viewed in the community as offensive in the event, performance, activity, or exhibit. Unless the date(s) and space(s) are already reserved, the Sales Manager or his/her designee shall notify an applicant within ten (10) days of the receipt of an application of the availability of the Curtis Culwell Center for the date(s) requested.
- 6.03 As per the *Scheduling Policy*, the date(s) and space(s) of the event applied for will not be confirmed until an executed Curtis Culwell Center Event Application, a Reservation Commitment Agreement, a damage deposit (refundable if there are no damages to the venue), and an executed Lease Agreement, along with a non-refundable rental fee payment, are received and approved by Sales. The amount of the rental fee payment shall be one-half of the base rental fee. For

District use, the Superintendent or an Assistant Superintendent must execute a *Curtis Culwell Center Letter of Commitment*.

- 6.04 *All Non-District School Related Groups and Supportive Community Based Organizations'* applicants shall be required to execute a Lease Agreement. Unless otherwise approved by the Director, all Lessees shall pay any balances in full, not less than THIRTY (30) days prior to the date of occupancy of the scheduled event. **The acceptable forms of payment are cash, credit card, certified check, or wire transfer.** The content and scope of the Lease Agreement shall depend on the type, size, duration, and nature of the event to be scheduled. The minimal requirements for the most limited or un-complex events shall be as set forth in the Lease Agreement. Non-district applicants for more complex large-scale events, or events posing particular risks to the facilities or patrons, and all events scheduled in the arena and others as required by the Director, shall be required to execute and comply with the requirements set forth in the Lease Agreement.
- 6.05 For those events between the most simple and the most comprehensive, the Director shall add to the *Lease Agreement* such relevant provisions as shall be necessary to reasonably protect the GISD, the facilities, the Lessee, and the patrons of the event, and properly regulate and/or limit the activities for which the facility is occupied.
- 6.06 The Curtis Culwell Center is intended for "special events" only when used by a *District User*. When a *District User* is selecting a venue for your event, please think about whether your event would be more appropriate if held at the Curtis Culwell Center or at another venue such as Harris Hill Administration Building, Padgett Auxiliary Services Center, Shugart Professional Development Center, or another district venue. If you believe the Curtis Culwell Center is in fact the most appropriate venue, then you will need to make a request and follow through as described below. There is not a charge out of the *District User's* budget for events that are approved using the process as follows. There is an *allocation* set aside in the Curtis Culwell Center budget to cover costs of approved events.
- 6.07 District applicants wishing to reserve a space must confirm date availability, provide an executed GISD Event Application form, and an executed Letter of Commitment.
- 6.08 Any additional requests or changes made to the original agreement must be done so in writing and approved by issuing another *Letter of Commitment*.
- 6.09 *A Full-Day Rental Term* for Conference Center spaces shall be any eight (8) hour period, and a full-day rental term for the Arena shall be any twelve (12) hour period from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out, and the space is no longer occupied.

Board Approved June 30, 2005
Revised July 31, 2012
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Any time over the *full-day rental term* shall be billed at the prevailing hourly rate for extended day use. *Full-day rental* reservations are made using the standard procedures as stated herein as to reserving any event.

- 6.10 *A GISD Full-Day Rental Term* for Conference Center spaces shall be any six (6) hour period, and a full-day rental term for the Arena shall be any eight (8) hour period from the time the space is reserved or occupied beginning at the time of move-in until the time of move-out, and the space is no longer occupied.
- 6.11 *School Related Groups, and Supporting Community Based Organizations' Lessees* that are renting any space in the facility will be required to execute a *Lease Agreement*. All users will be required to abide by the *Box Office Procedures Manual* which is an addendum to these *Policies and Procedures*.

VII. FEES AND PAYMENT METHOD

- 7.01 Rental Fees: Rental fees may vary, depending upon the physical set up of the Curtis Culwell Center. Please refer to the *Rental Rates and Fees Schedule* for current rates for rooms, equipment, and services offered for Non-District and School Related Groups, and Supportive Community Based Organizations' use.
- 7.02 Unless otherwise approved by the Director, all payments must be made in the form of cash, check, or credit card in U. S. Funds made payable to the Curtis Culwell Center. If the event is approved to be scheduled within the thirty (30) days prior to the event date, the only acceptable form of payment of any fee, charge or deposit must be in the form of cash, or credit card.
- 7.03 Forfeiture of payments and/or deposits: A prospective user shall forfeit a payment and/or deposit by:
- (1) Cancellation of a scheduled event
 - (2) Damage to the facility
 - (3) A default or a misrepresentation made by the Lessee
 - (4) Violation of, or permitting the violation of, these *Policies and Procedures*
 - (5) Violation of, or permitting the violation of, any local, state, federal law, or fire and building code.
- Any contravention of any of the above may cause the event to be terminated or canceled by the Director.
- 7.04 Additional Fees: Fees for additional services may be imposed by the Director as outlined herein. All ticketed events or events charging an admission fee may

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be required to include a facility fee on each ticket or admission fee for parking. All parking fees will be retained by the Curtis Culwell Center. Equipment fees shall be charged for certain equipment requested by and to be utilized for the Lessee's event (as stated in the Lease Agreement). A staffing fee shall be charged to reimburse the Curtis Culwell Center for use of its personnel over and above the use included within the rental fee. These additional fees may vary, depending upon the physical set up of the Curtis Culwell Center.

- 7.05 A facility fee will be required for all *School Related Groups, and Supporting Community Based Organization* events for which an admission fee is charged. The amount of such fee shall be as set forth in the Lease Agreement. All Users that have a ticketed event must adhere to the *Policies and Procedures* that are applicable to ticketed events (*Box Office Procedures Manual*).
- 7.06 Settlement with Lessee of Ticketed Events – The Curtis Culwell Center will pay any net proceeds due from ticket receipts less rent and all other charges within five days following the close of the final event, or if advance arrangements have been made, on the next business day after the conclusion of the event as standard practice.

VIII. DAMAGE DEPOSIT

- 8.01 A *damage deposit* is required for all rentals. The amount of such deposit shall be established in accordance with the schedule of fees and deposits. However, if the proposed event is to include activities which, in the opinion of the Director, creates risks to the facility or furnishings, or necessitates additional custodial services, the Director shall be authorized to require such additional amounts for the security or damage deposit as the Director deems commensurate with such risks or anticipated additional services.
- 8.02 The *damage deposit* shall be used to repair, replace, or pay for any property that is damaged or destroyed by the Lessee or any participant, patron, or invitee at the event. The Director may hold such deposit for such period of time as is necessary to determine the full extent of damages to make all repairs and/or secure replacement of damaged property and ensure all issues are resolved.
- 8.03 The *damage deposit*, or a portion thereof, may be retained by the Curtis Culwell Center as compensation for use of the Curtis Culwell Center facility, property, personnel, or for usage fees incurred by the Lessee after the lease term has expired. The *damage deposit* will be held until the Director determines that all fees have been paid or issues involving damages have been resolved.
- 8.04 Each Lessee shall agree to reimburse the Curtis Culwell Center for all costs in excess of the *damage deposit* that may be incurred by the Curtis Culwell Center for the repair to, replacement of, or payment for any property of the Curtis

Culwell Center damaged or destroyed by the Lessee or the patrons, participants, or invitees of the leased event.

8.05 *Damage deposits* are not required for *GISD* events.

8.06 Damage deposit shall be returned to the Lessee within thirty (30) days of the last day of the event.

IX. INSURANCE

9.01 *School Related Groups' and Supporting Community Based Organizations'* applicants will not be allowed to hold an event until he/she has obtained all insurance coverage as required, confirmed by a *Certificate of Insurance* showing the Curtis Culwell Center as an additional insured, and such insurance has been approved by the Event Services Manager.

9.02 *Comprehensive General Liability* – Lessee shall have and maintain during the life of the Lease Agreement such Bodily Injury Liability Insurance and Property Damage Liability as shall protect him/her from claims for bodily injury and property damage arising from the Lessee's operations under the Lease Agreement, whether such operations by himself/herself or by any subcontractor of said Lease Agreement, and all his/her subcontractors performing work under the Lease Agreement. The *Bodily Injury Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting there from, sustained by any person other than an employee of the Lessee and caused by an occurrence. The *Property Damage Liability Insurance* shall pay on behalf of the insured all sums up to the limits provided by the policy to which the insured shall become legally obligated to pay as damages because of injury to, or destruction of property, including the loss of use thereof, caused by any occurrence. This shall include any damage done to the Curtis Culwell Center.

9.03 The *Certificate of Liability Insurance* shall clearly indicate the following:

- A. *Insurance Agency* – Name of agency, address, and telephone number
- B. *Insurance Company* – The full name of the company that holds the coverage along with the address and telephone number
- C. *Insured Name* – Lessee name and address
- D. *Property Damage Coverage*
 - (1) "All Risk" Physical Damage Insurance
 - (2) Include: Policy number, effective date, and expiration date of coverage
 - (3) Named "Loss Payee"

- (4) Endorsement giving 30 days' written notice of any changes or cancellation
- (5) LIMITS: The full replacement value of the equipment
- E. *General Liability Coverage*
 - (1) Include: Policy number, effective date and expiration date of coverage
 - (2) Endorsement giving 30 days' written notice of any changes or cancellation
 - (3) LIMITS:

Bodily injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence
Combined Single Limit	\$1,000,000 per occurrence
- F. *Certificate Holder* should be named as follows:
 - Garland Independent School District
 - DBA Curtis Culwell Center
 - 4999 Naaman Forest Blvd.
 - Garland, TX 75040

9.04 The Director may require *School Related Groups' and Supporting Community Based Organizations'* users to have additional coverage including, but not limited to the following:

- A. *Products & Completed Operations Liability* – Depending on the scope of the event, the Lessee may be required to provide such Products & Completed Operations Insurance as shall protect him/her from liability arising out of the Lease Agreement and including those products involved in the work for which he/she is responsible.
- B. *Comprehensive Automobile Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Comprehensive Automobile Liability Insurance* during the life of the Lease Agreement on all Lessee owned vehicles which will be involved in any loading or unloading operations on the premises.
- C. *Workers' Compensation and Employers' Liability* – Depending on the scope of the event, the Lessee may be required to have and maintain *Workers' Compensation and Employers' Liability Insurance* conforming with the requirements of the laws of the State of Texas.
- D. Applicants with any or all of these insurance requirements will not be allowed to hold an event until he/she has obtained all insurance coverage as required, confirmed by *Certificates of Insurance* showing GISD, and

the Curtis Culwell Center as an additional insured and such insurance coverage has been approved by the Director.

X. INDEMNIFICATION

10.01 The Garland Independent School District assumes no responsibility for the actions, omissions, negligence or oversight of the Lessee or its agent(s), representatives, or employees which results in damage of property or injury to persons arising from any and all claims that could be made against the Lessee. The Lessee shall agree to release, indemnify and save the Garland Independent School District harmless from said claims.

10.02 The Lessee shall indemnify and hold harmless the GISD, its members and the Curtis Culwell Center staff, including the Director and all officials or employees, of the aforementioned entities thereof from any claim, action, liability, loss, damage or suit arising out of or related to the Lessee's use and/or rental of the Curtis Culwell Center. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect and save harmless the aforementioned entities against said claim or any loss or liability hereunder.

In the further event that the Lessee fails to so defend and/or hold harmless, then in such instance, the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Lessee, and expenses and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount or duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.

10.03 The Lessee acknowledges that the Garland Independent School District shall not be liable or responsible to the Lessee, its employees or agents for defects in, or failure of, equipment or premises which occur during the occupation and use of Garland Independent School District facilities by the Lessee. Further, the Lessee does indemnify and hold the Curtis Culwell Center, its officials and employees harmless from any claims, damages or lawsuits arising from the use of Curtis Culwell Center facilities and/or equipment by the Lessee or its agents or employees. In the event of any asserted claim, the Lessee shall, at its own expense, defend, protect, and save harmless the aforementioned entities against said claim or any loss of liability hereunder. In the further event that the Lessee fails to so defend and/or hold harmless, then in such instance the aforementioned entities, either jointly or severally, shall have full rights to defend, pay or settle said claim on their own behalf without notice to the Lessee, and with full rights to recourse against the Lessee for all fees, costs, expenses, and payments made or agreed to be paid to discharge said claim and shall be unlimited as to amount of duration. The Lessee further agrees to pay all reasonable attorney fees necessary to discharge said claim.

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- 10.04 The Lessee shall be responsible for any and all damages to the buildings, furnishings, fixtures, or equipment sustained from use and/or occupation of same by the Lessee whether caused by the Lessee, its agents or any other persons connected with the Lessee's function including patrons or guests. Charges to the Lessee for such damage will be equal to the cost of repairs and/or replacement.
- 10.05 **Lessee waives any and all claims and/or causes of action against Garland Independent School District, its officials and employees, for any and all damages, costs, and/or fees including, but not limited to, lost profits, consequential, special, exemplary, punitive, direct, and/or indirect damages, arising out of or related to any required re-scheduling of Lessee's reservation, regardless of status, due to a determination by the Garland Independent School District that the Curtis Culwell Center is needed for school purposes during the reserved time.**
- 10.06 Proof of insurance is not required for *GISD* events.

XI. CATERING

- 11.01 The Curtis Culwell Center strictly prohibits the carrying in of food and beverage items. All food and drink services **MUST** be provided by either the Curtis Culwell Center's authorized Concessionaire or from a caterer listed on the Center's pre-qualified or Approved Caterer's List. All alcoholic beverages must be provided by the Curtis Culwell Center's authorized Concessionaire. This restriction includes individuals carrying in food and beverages for meals or snacks during set-up, move-in, move-out, or show hours.
- 11.02 The Curtis Culwell Center is pleased to provide the user with an excellent list of *Approved Caterers* giving the User his/her choice of a variety of food options. The caterers can provide custom design menus to meet any special needs or budgets.
- 11.03 Whenever district funds are being expended, District users must use only *District Approved Caterers* that are also on the *CCC Approved Caterer's List*.
- 11.04 Food and beverage operations will be handled as follows at the Curtis Culwell Center:
- A. *Approved Caterers* – Only food service providers that complete a *Catering Application* and are approved by the Director may cater events in the

facility. The Curtis Culwell Center shall supply all users with a list of all *Approved Caterers* with telephone and contact information. There may be several *Approved Caterers* to choose from that the Lessee may contact to get a request for proposal for catering services. These caterers are approved through standard criteria and have executed an agreement committing to uphold the rules, regulations and policies of the Curtis Culwell Center (*Catering Rules and Regulations*). In the event that a user wishes to use a caterer that is not an approved caterer, the users' caterer may contact the Event Services Manager and apply for catering privileges. The Event Services Manager will only review catering applications each January and August. Upon meeting all qualifications and requirements, the Director will issue the applicant caterer a catering permit granting all privileges of that of any other approved caterer and the right to provide catering services to the user's upcoming event. To maintain the right to provide food and beverages at the Curtis Culwell Center, caterers must remain in good standing with the Curtis Culwell Center, as evidenced by the Director's reports. The Director shall approve only caterers who can provide excellent quality service to Lessees and their guests.

- B. *Exclusive Concessionaire* – The Curtis Culwell Center shall maintain exclusive rights to all food and beverage concessions sold on the Curtis Culwell Center property. Only the *Exclusive Concessionaire* may operate the concession stands or any other approved stand, table, portable cart, etc., that has a point of sale. The *Exclusive Concessionaire* shall have the exclusive right to handle all concession operations in the Curtis Culwell Center.

The concession rights granted to the *Exclusive Concessionaire* herein shall include, without limitation, the exclusive right to sell hot and cold beverages (including alcoholic beverages), candy, popcorn, hot dogs, sandwiches, ice cream, and other food when requested and as designated and approved by the Director of the Curtis Culwell Center to persons attending functions in or otherwise visiting the Curtis Culwell Center. When so requested by the Director, the *Exclusive Concessionaire* shall provide concessions to a Lessee or his agents during move-in functions. Subject to the sampling and vending privileges as described in this contract, no other food or beverage may be sold or given away without the prior written expressed permission of the *Exclusive Concessionaire* and approval of the Director. The Curtis Culwell Center can provide the Lessee with a concessions menu showing available items and pricing.

- 11.05 No caterer shall be permitted to use the Curtis Culwell Center if such caterer has failed in the past to comply with the terms and provisions of any agreement

with the Curtis Culwell Center, or any rule, regulation, or policy applicable to the Curtis Culwell Center.

- 11.06 All tables must be covered with linen tablecloths when food or drink of any kind is served. Approved attire must be worn by all servers.
- 11.07 Caterers shall be required to provide the Event Coordinator with the proper financial documents/records that accurately specify the costs of the food and beverages provided to Lessee and that may be susceptible to the catering fee provided in the agreement between the Curtis Culwell Center and caterer, as set forth in the schedule of fees. Caterers, along with the Lessee, shall be responsible for paying the catering fee to the Curtis Culwell Center as it relates to the event and the Lessee they are serving.
- 11.08 No extra cooking devices (ovens, etc.), shall be brought into or upon the premises of the Curtis Culwell Center.
- 11.09 Cooking outside the facility (parking lot, docks, etc.) Is prohibited without prior written permission of the director.

XII. FOOD AND BEVERAGE PLAN

- 12.01 Lessee shall submit to the Event Coordinator for his/her review and approval, a *Food and Beverage Plan*, which shows the caterer to be used, and a contact name and telephone number, and describes in detail any and all food and beverages that will be served or made available at an event along with itemized pricing for all services. Food and beverages that, in the opinion of the Director, may result in stains or damage to the facilities, or its furniture or fixtures, shall be prohibited.

XIII. TOBACCO PRODUCTS AND FIREARMS

- 13.01 Smoking and using tobacco products are prohibited in any space(s) of the Curtis Culwell Center premises per the Texas Education Code – *Chapter 38*.
- 13.02 No advertisements promoting tobacco shall be allowed.
- 13.03 Firearms are prohibited inside the Curtis Culwell Center.

XIV. ADVERTISING AND SPONSORS

- 14.01 The Curtis Culwell Center is pleased to be able to offer a 13' x 22' video board with incredible 10mm image quality. The facility can also offer multiple cameras to provide an "up close" view for seats at the back of the Arena Bowl. This exciting state-of-art technology is outstanding for entertainment shows, conferences, conventions, teleconferences, and PowerPoint presentations. There are multiple advertising opportunities available on the video board including two large digital billboards. There are also many other opportunities to promote your event, company, business, or organization throughout the facility. Please contact our Sales Department on how you can "spotlight your event or organization."
- 14.02 Unless otherwise agreed in writing, all advertising of the event is the responsibility of the Lessee, and the Lessee is responsible for costs of all advertising.
- 14.03 All advertising by a Lessee must be submitted to the Event Services Manager for approval before any releases are made to the media.
- 14.04 The Curtis Culwell Center shall have the exclusive right to all sponsorships and advertising within the facility. No products, companies, and/or services of any kind may be sold, dispensed, poured, distributed, served, sampled, or marketed in the facility without the expressed written permission of the Director. Further, no competing products or services with the sponsors of the Curtis Culwell Center shall be available to be sold, sampled, dispensed, displayed, marketed, or served anywhere in the facility. No permanent or temporary advertising, signage, or trademark visibility for competitive products of the sponsor may be displayed or permitted by the Lessee.

XV. CONCESSIONS AND NOVELTIES

- 15.01 The Curtis Culwell Center reserves the right to regulate or prohibit the sale of any beverage, food, souvenir, or other merchandise on the Curtis Culwell Center property. A concession is defined as any food or beverage served at a point of

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sale to patrons on the Curtis Culwell Center property. The Director may allow exhibitors to provide small, bite size samples provided they are not sold and are no more than ¼ oz. samples of either food or beverage.

- 15.02 The Director may allow a Lessee or its agent(s) to sell certain approved novelties such as T-shirts, tapes, CD or DVD recordings, or other items. Novelties shall be subject to a 15 percent (15%) commission fee based on gross sales. The Lessee shall be responsible for paying this fee. The State of Texas, City of Garland, and Dallas County impose a sales tax. This tax is collected from the Lessee and paid to the state by the Curtis Culwell Center directly to the Department of Revenue. Only areas approved by the Garland Fire Marshal and the Curtis Culwell Center management will be used for novelty sales.

XVI. IN-HOUSE SERVICES

- 16.01 *Americans with Disabilities Act (ADA)* – The Curtis Culwell Center complies with all federal ADA laws. Should you or your attendees require special assistance and/or services such as listening devices, wheelchairs, stage ramps, etc., please advise your Event Coordinator.
- 16.02 *Coat Check* – In cases of inclement weather, be assured that your attendees will be in good hands. Garment racks will be available, and the Curtis Culwell Center can provide you with attendants who can operate a ticketed coat check area to provide your guests with a secure place to lodge their outerwear while attending an event inside the facility.
- 16.03 *Event Personnel* – The Event Coordinator shall determine the event staffing needs for each event. All event staff as required by the Director shall be employed by the Curtis Culwell Center and answer directly to the Director or his designee including *Ticket Takers, Ticket Sellers, Box Office Supervisor, Entrance and/or Metal Detector Attendants, Assistant Event Coordinators, Ushers, Custodians, Parking Lot Attendants, Audio/Video Supervisor, Audio/Video Assistants*, and any other staff as required per the Lease Agreement. Lessee will not be permitted to provide staff in lieu of the required facility staff. When appropriate, the Director may approve Lessee to provide additional support staff. However, all support staff must be approved in writing in advance by the Director and will be subject to supervision of the Director or his designee during the event. All event staff shall have a four (4) hour minimum charge. Please refer to the *Rental Rate and Fees Schedule* for current rates for event staff.
- 16.04 *Event Security Officers* – The Curtis Culwell Center will provide, at the Lessee's expense, such security personnel as may be determined necessary by the Event Coordinator. A complete schedule showing the times of access (and by whom) to the building must be furnished to the Event Coordinator thirty (30) days prior to the event.

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- A. All security guards must be provided through the Curtis Culwell Center. To schedule security, contact the center's Event Coordinator.
- B. All Event Security Officers must be contracted by the Curtis Culwell Center.
- C. Depending on the scope of the event, the Director may require the Lessee to employ additional police officers or security personnel for a particular event. In instances where more than one officer is required, one of the police officers scheduled shall be a Security Supervisor.
- D. Lessee will not be permitted to provide security staff in lieu of the required facility event security officers.
- E. A minimum of five (5) Event Security Officers, and one (1) Security Supervisor shall be required at any event held in the Arena. Depending on the scope of the event, the Director may require the Lessee to have additional police officers, other security or safety personnel present, including Fire Marshal(s), Paramedic (s), etc. Lessee will not be permitted to provide any staff in lieu of the required facility staff.

16.05 *Marquee Message* – Marquee signs and message screens throughout the facility will help promote and familiarize attendees to your event and welcome them throughout their stay with us.

16.06 Rental Equipment

- A. *Dance Floor*. The Curtis Culwell Center can furnish a teakwood dance floor for any size dance function up to 24' x 24'. The 3' x 3' sections can be constructed in the configuration of your choice.
- B. *Stages*. The Curtis Culwell Center has an inventory of high quality staging. We can construct up to a 60' x 48' stage or custom construct staging in almost any configuration, from a basic platform for small meetings to a full stage with wings and runway for major entertainment presentations. The maximum height for Ballroom staging is 2 feet.
- C. *Audio Visual Services*. The Curtis Culwell Center offers in-house audio-visual services. All arrangements with using audio-visual equipment must be arranged in advance. Should any Lessee choose to bring their own equipment or to utilize their own audio-visual supplier, the following rules and regulations shall apply:

- (1) Lessee will be responsible for neatly taping and matting of all exposed cables using materials approved by the Curtis Culwell Staff. Should this not be adhered to, the Curtis Culwell Center staff will tape and mat all exposed cords and will charge the Lessee for labor and materials.
- (2) Should the interfacing of any non-Curtis Culwell Center audio-visual equipment with Curtis Culwell Center equipment compromise the integrity of the Curtis Culwell Center equipment, the Director or his designee, may dedicate a Curtis Culwell Center audio-visual technician to monitor the interface and charge the Lessee for these services. The Lessee shall be responsible for any damage to any equipment.
- (3) No live instrumentation or singing is allowed through the overhead public address systems.
- (4) Contact the Curtis Culwell Center staff well in advance for possible patch fees, etc.
- (5) The Curtis Culwell Center recommends that a Curtis Culwell Center audio-visual technician be on site during the event.
- (6) All Curtis Culwell Center audio-visual equipment, e.g., projectors, music players, video players, televisions, patch cords, etc., are to be connected, installed, uninstalled, or removed by Curtis Culwell Center staff only.

16.07 *Rigging* – Hanging banners, aisle signs, lighting, and other equipment must be arranged through the Curtis Culwell Center.

16.08 *Keys* – All keys to the facility shall remain in the possession of the Curtis Culwell Center staff at all times and not be loaned out or duplicated.

16.09 *Linen* – Linen table coverings are required on all tables at any event. Skirting is required on all AV carts and display tables.

XVII. OPERATIONAL PROCEDURES

17.01 *Advance Shipments* – The Curtis Culwell Center will not accept advance shipments of freight or materials prior to the contracted move-in date. All shipments to be delivered to the facility after the official move-in date shall be to the attention of the Lessee. Under no circumstances will C.O.D. shipments be accepted by the Curtis Culwell Center.

- 17.02 *Copyright Fees* – Any and all ASCAP, BMI, SESAC or other copyright fees applicable to any event will be the full responsibility of the Lessee. Payment of fees will be made directly to the applicable copyright agency.
- 17.03 *Admission Fees and Advertising* – All advertising of events at which an admission is charged must state the total admission price. Lessee shall not advertise any event including consumer shows, trade shows, and any event using the box office until all leases or agreements between all parties have been signed and executed.
- 17.04 *Cleaning Services* – All areas leased by the Lessee shall be provided in a clean condition for the commencement of the lease period. During move-in, the Curtis Culwell Center will remove debris that can be handled with broom and shovel, but other debris must be either removed by the Lessee, or Lessee will be charged the prevailing rate. During the event, the Curtis Culwell Center will supply cleaning services for all meeting rooms, ballrooms, lobby areas, concourses, etc., and shall keep clean and supply the restroom and toilet facilities. The Curtis Culwell Center will clean aisles during the event period when not open to the public. If Lessee or one or more exhibitors produce extra amounts of debris requiring extra or special housekeeping services, the Lessee or the exhibitors shall pay the published labor and equipment rates for performing such services. Should a need exist for extraordinary garbage collection services, the added cost of these services will be charged to the Lessee. The Curtis Culwell Center will provide cleaning services at the close of the event to restore the facility to a clean condition, provided that the condition of the building shows only ordinary wear and tear and a reasonable amount of debris. Services for areas for which carpeting has been rented or provided must be requested from the Lessee’s decorator. Carpet vacuuming by the Curtis Culwell Center will be limited to public foyers, rental spaces, and other non-exhibit areas.
- 17.05 *Exterior Doors* – Under no circumstances should any exterior door be propped open or any automatic closing devices be removed from any door by a Lessee.
- 17.06 *Plans/Equipment and Service Requests* – The Curtis Culwell Center offers a wide array of equipment and services that may be utilized by the Lessee. Use of these services and equipment, at the Lessee’s request and expense, may be arranged with an Event Coordinator. The Lessee agrees to give the Event Coordinator at least sixty (60) days written notice as to said personnel and equipment requirements. In addition, a full and detailed outline of the facilities required, including the floor set-up must be provided to the Event Coordinator at least sixty (60) days prior to the event. SUBSTANTIAL CHANGES MADE IN SET UPS WITHIN THE FINAL WEEK PRIOR TO THE EVENT MAY RESULT IN ADDITIONAL CHARGES FOR LABOR. SUBSTANTIAL CHANGES IN SET UPS MADE LESS THAN 24 HOURS PRIOR TO THE EVENT WILL RESULT IN ADDITIONAL CHARGES FOR LABOR. All floor plans must indicate:

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- (1) Name and date of event
- (2) Area of the facility to use
- (3) All table and chair configurations, booths, equipment, stages, dance floors, etc.
- (4) Exits

Scale: 1/2" = 10'. An Event Coordinator can assist you with your floor plan, if needed.

After the floor plan is approved by the Event Services Manager, the Lessee shall sign the floor plan indicating acceptance. Any questions regarding the floor plan approval process should be directed to the Event Services Manager.

- 17.07 *Gratuities* – All Curtis Culwell Center staff are prohibited from accepting loans, advances, gifts, gratuities, or any other favors from Lessees, guests, vendors, patrons, or any other party either attending or doing business with the facility. Lessees should be aware of this policy and refrain from any such activity.
- 17.08 *Movable Walls* – The movable walls in the ballrooms and various other rooms are to be placed, moved, or removed by Curtis Culwell Center staff only.
- 17.09 *Parking/Loading and Unloading* – Parking on loading docks, along the curbs near the front entrances, under the canopy, or inside the building (except for loading/unloading), blocking the trash compactor, or any undesignated space is prohibited. All vehicles must park in marked, designated parking spaces only. Violators will be towed at their expense. Vehicles including golf carts are not allowed inside the building without prior approval of the Director. Under no circumstances shall golf carts, vehicles, personnel carts, etc., be operated in any room, concourse, or service corridor. No person under the age of eighteen (18) shall be allowed to operate any vehicle of any kind on the property. All equipment and freight must be unloaded at the loading dock area only unless approved in writing by the Director.
- 17.10 *Parcel Inspection* – All cartons, packages, or other containers brought or taken into the facility are subject to inspection.
- 17.11 *Metal Detectors* – At most public events held in the arena, metal detectors will be used at all entrance areas.
- 17.12 *Personnel/Contractor Entrance* – All show personnel, service contractors, temporary help, caterers, events staff, and all other workers affiliated with an event taking place at the Curtis Culwell Center shall enter or leave by way of the entrance at the loading dock area at the rear of the building only.
- 17.13 *Identification Required* – All individuals approved for working in the Curtis Culwell Center must wear an identification badge provided by their prospective

employer and/or obtained from the Curtis Culwell Center Security Office located at the back of the building near the loading dock area.

- 17.14 *Animals* – No animals are permitted in the building, except as an approved exhibit, activity, or presentation legitimately requiring the use of animals, or as a service animal. Animals which are approved to be in the building must be on a leash, within a pen, or under similar conditions at all times. The owner will be fully responsible for his/her animal(s) at all times.
- 17.15 *Registration Space* – Designated registration space will be made available to Lessee at no additional cost on an “as available” basis and in consideration for other users or Lessees in the building at the same time. Registration for your group must be clearly shown on the floor plan and submitted to the Event Coordinator for approval.
- 17.16 *Forklifts and Golf Carts* – The use of forklifts and golf carts are restricted from all lobby and carpeted areas. If motor vehicles are to be placed on the carpet, the Lessee is responsible for taking the necessary steps to protect the center’s carpet. Any damages incurred to the carpet and cost to repair it, will become the liability of the Lessee. All forklift operators must be either Curtis Culwell Center staff or personnel approved in writing by the Director who are certified to operate forklifts on the center’s property. Sixty (60) days prior to your show date(s), proof of your operator’s certification must be provided.
- 17.17 ***NO PASS IN – NO PASS OUT POLICY*** – This policy is intended to discourage attendees, particularly at ticketed events in the arena, from leaving the event to go outside and eat, smoke, drink, or loiter in the parking lots or other outside areas. The policy of the Curtis Culwell Center shall be if an attendee leaves the building, he/she will not be given a “Pass” (ticket) to get back in. All patrons must have a ticket “Pass” to enter into the building to attend a ticketed event. For non-ticketed events, such as those held in the conference center, security officers, and/or event staff may not allow guests that leave to re-enter the building if they believe any guest has been abusing center policy.

XVIII. UTILITIES AND ELECTRICAL SERVICES

- 18.01 The Curtis Culwell Center serves exclusively as its own electrical and utility service order contractor, thus providing show managers, exhibitors, and Lessees convenience and flexibility.
- 18.02 *Definition of Services* – The Curtis Culwell Center can provide electrical services from company boxes with distribution systems throughout the facility. Electrical, cold running water, promotional material, and draining service rates are available upon request.

- 18.03 *Special Provisions* – All electrical equipment must be UL (Underwriter Laboratory) approved. All utility service connections must be made only by a Curtis Culwell Center electrician and must meet prior approval by the Operations Manager.
- 18.04 *Equipment Connection or Removal* – All Curtis Culwell Center electrical and other utility service equipment, e.g., extension cords, electrical distribution panels, tunnel matting, spotlights, etc., are to be connected, installed, uninstalled, or removed by Curtis Culwell Center staff only.

XIX. PROMOTIONAL MATERIALS DISTRIBUTION POLICY

- 19.01 The following points summarize policies of the Curtis Culwell Center regarding promotional materials, product distribution, etc. Any questions regarding these policies may be directed to the Director.
- A. All media vehicles (radio and television) must be parked in legitimate parking spaces in the general parking lot.
 - B. No unauthorized materials (this includes, but is not limited to, product and/or promotional literature or product samples) are to be distributed in the parking lot areas or in any spaces inside the property. To obtain information regarding authorization of promotional materials, please contact the Director.
 - C. Authorized materials must be distributed within designated areas only. Materials authorized by Lessee for show distribution must be distributed within the show area. Authorized materials distributed by qualified media or advertising representatives must be distributed in assigned areas only. The Director will assign areas.
 - D. No soliciting is allowed in the rotunda or in front of the rotunda doors at any time.
 - E. All materials distribution shall comply with all policies of the Garland Independent School District. For additional information, please contact the Director.

XX. SIGNS

- 20.01 Lessee shall not post, exhibit, or allow to be posted or exhibited, any sign, advertisement, show bill, lithograph, poster, or card of any description, inside or outside any building or structure, or at any other location on the facility without the prior written authorization of the Director. Lessee agrees to immediately remove all unauthorized signs, advertisements, show bills, or other

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similar materials. In the event Lessee shall fail to remove such unauthorized material, the Curtis Culwell Center shall be authorized to remove and dispose of same. Do not place tape, drill, core, or punch holes in any wall, door, glass, or other object. Lessee will be charged for any damage due to Lessee or his/her agents or guests placing signs.

XXI. ALTERATIONS

- 21.01 Lessees shall make no alteration, temporary or permanent, to any portion of Curtis Culwell Center property without prior written consent of the Director.
- 21.02 Lessee shall not cause or allow any nails or any other hardware to be driven into any portion of the Curtis Culwell Center or cause or allow any changes, alterations, repairs, painting, or staining of any part of the Curtis Culwell Center, its furnishings, or the equipment thereof, or do, or allow to be done, anything that will damage or change the finish or appearance of the Curtis Culwell Center or the furnishings thereof. Tape and other adhesive materials shall not be applied to walls or other surfaces without the prior written approval of the Director. All products or balloons that could rise to the ceiling because of the product's physical properties are prohibited. Lessee will be charged for all damages and removal of balloons.

XXII. EMERGENCY PROCEDURES

- 22.01 The Curtis Culwell Center has extensive and thorough emergency procedures, and staff members have been trained and assigned responsibilities in the event of an emergency. In such an instance, all Lessees are to follow the instructions of the Event Coordinator and event staff.
- 22.02 The Curtis Culwell Center is divided into zones which, depending on the nature and extent of the emergency, may be isolated from other zones for evacuation or for egress from the affected zone. It is critical that all parties remain calm and cooperative and follow all instructions of event personnel.

XXIII. FIRE MARSHAL/RESTRICTED SUBSTANCES

- 23.01 As a major public facility, safety codes and fire regulations are necessary concerns. For this reason, all floor plans are subject to approval by the Fire Marshal. Under no circumstances may a fire exit in the building be blocked in any way during an event. Staff will periodically inspect the fire exits, and tenants caught violating this policy will immediately clear the exit and face both fines and may be prohibited from using the facility to book future events.
- 23.02 The Curtis Culwell Center and the Fire Marshal must be advised in advance of any flammable liquids or gases that a tenant or an exhibitor wish to bring into

the building, not less than thirty (30) days prior to any scheduled event. If such substances are considered a risk to the health and well-being of the public, access may be denied or restricted to use under special safety conditions as established by the Fire Marshal. Under no circumstances will propane, butane, or LP gases be permitted in the facility.

- 23.03 If lasers are to be used, they must be manufactured and operated under *United States Food and Drug Administration Compliance Policy Guide Statement No. 22*. The variance number, as issued by the United States Food and Drug Administration Center for Devices and its expiration date shall be supplied to the Director and to the Fire Marshal not less than thirty (30) days prior to any scheduled event.
- 23.04 Lessees wishing to display motor vehicles in the building must abide by safety guidelines established by the Fire Marshal. The Curtis Culwell Center will periodically inspect vehicles brought into the facility, and tenants caught violating these guidelines will face fines and may be prohibited from using the facility to book future events. Copies of these guidelines are available upon request. Batteries must be disconnected and gas tanks must be no more than one-fourth full at any time.

XXIV. FIRE AND SAFETY POLICY

- 24.01 *Location* – Presentations or displays must be confined to areas designed for and maintained as assembly occupancies.
- 24.02 *Platforms* – Any platform intended to be occupied by a person(s) shall be no more than six (6) feet in height. The platforms shall be non-combustible or fire retardant treated wood, and the space below the platform shall be substantially open.
- 24.03 *Floor Plan* – The approved floor plan shall not be altered. No display, exhibit booth, chairs, tables, etc., will be installed or operated in any way to interfere with access to any required exit or with visibility of the exit or exit signs, or block any opening in moveable walls or any firefighting equipment.
- 24.04 *Display Booths* – All booths or displays shall be of either non-combustible material, fire retardant treated wood, or other materials fire treated in an approved manner.
- 24.05 *Decorative Materials* – All decorative materials such as loose fibers, bark, curtains, hangings, banners, signs, straw, hay, and similar materials must be fire retardant treated in an approved manner. *Signs* – The use of paper for signs shall be limited to card index paper or poster board paper, equal to or less than eight (8) feet in size. Fabric signs are not limited in size, but shall be

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treated decorative materials. No candles. *Flammable liquids or gases* – The use of flammable liquids or gases within the Curtis Culwell Center is prohibited.

24.06 *Electrical* – The use of extension cords is discouraged and can only be brought into the facility, connected, and used by Lessee only by written permission of the Director. Event staff must supervise or make all electrical connections. If you need electrical services, including extension cords, please notify the Director or his designee. Any electrical equipment or devices brought into the facility must be safe, properly grounded and polarized, and have electrical wiring properly sized to meet the demand. All electrical cables must not be loose. They must be neatly taped or matted.

24.07 *Storage* – The storage of packing materials and surplus products such as literature must be confined to areas away from display areas. Display areas are to be neat at all times.

24.08 All must comply with the following fire and safety codes.

- A. All exit and access ways must have visibility to them and be kept clear and unobstructed.
- B. Fire extinguishers, fire hoses, sprinkler closets, alarms, and emergency phones must be visible and accessible at all times.
- C. During set-up and move-out “FREIGHT FREE AISLES” must be maintained and kept clear at all times. Any crates, boxes, and cartons cannot be placed in these aisles. The purpose is for emergency access to fire alarms, fire hoses, fire extinguishers, and for life support as quickly as possible.
- D. Combustible materials are not permitted.
- E. No packing materials, wrapping materials, or display materials may be stored under tables or behind booths.
- F. Compressed gas cylinders are prohibited.
- G. Use of two-wire extension cords is prohibited.
- H. Cube adapters are prohibited. Multi-plug adaptors may be used when approved and must be UL approved and have built-in load protection.
- I. All temporary electrical wiring must be accessible and free from debris and storage materials.
- J. All empty cartons or boxes must be either stored or removed.

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- K. Materials used in display construction or decorating shall be certified as fire retardant. Samples should be available to the Fire Marshal for testing. Materials that cannot be treated nor meet requirements may not be used. A flame-proofing certificate should be available for inspection.
- L. Exhibitors must dispose of any waste products they generate during the show in accordance with guidelines established by the Environmental Protection Agency and as directed by the Director.
- M. Helium-filled balloons are prohibited in the Arena.
- N. Areas enclosed by solid walls or with overhead solid surfaces or canvas canopies such as tents may require a permit for use, be provided with an approved smoke detector with exterior alarm and a 2A10BC fire extinguisher, and should have a data specification label permanently attached to the fabric with an NFP-701 certification.
- O. Questions regarding the above regulations may be directed to the Event Coordinator.

XXV. FIREWORKS

- 25.01 A fireworks display will not usually be allowed, and never without the prior written approval of the Director, and by the City’s Fire Marshal’s office anywhere within the facility, in the parking areas or open spaces of the Curtis Culwell Center or property thereof.

XXVI. ROOM SEATING CAPACITY

- 26.01 In no event shall the number of persons in attendance at a meeting, dinner, concert, show, exhibition, or other event be in excess of the designated area capacity as determined or posted by the city’s building official and/or Fire Marshal.
- 26.02 Lessee shall adhere to all fire and building codes.

XXVII. AISLES AND ALL ACCESS CLEAR

- 27.01 Lessee shall not allow chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Curtis Culwell Center and will keep same clear at all times. No portion of the sidewalk, entries, passage, vestibules, halls, elevators, or ways of access to public utilities of said Curtis Culwell Center shall be obstructed by Lessee or used for any purpose other than for ingress and egress to and from the leased premises. The doors, stairways, or openings that reflect or admit light into anyplace within the Curtis Culwell

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Center including hallways, corridors, and passageways shall not be obstructed by Lessee without the prior written approval of the Director.

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XXVIII. DECORATIONS AND OTHER EQUIPMENT OF LESSEE

- 28.01 All decorations or other equipment, devices, extension cords, etc., must be approved in advance by the Director prior to using or bringing them into the facility. No decoration of any type shall be attached to the ceiling, covered walls, or furnishings within the Curtis Culwell Center, or to fixtures therein. NO GLITTER OR DECORATIONS CONTAINING GLITTER shall be permitted within the Curtis Culwell Center. NO ARTIFICIAL SNOW is allowed. NO TYPE OF CONFETTI shall be used in decorating the Curtis Culwell Center. No throwing of CONFETTI, RICE, OR BIRDSEED shall be allowed within the Curtis Culwell Center or upon the grounds thereof. If any of the previous prohibited uses are done, the Lessee will be charged a clean-up fee at the prevailing rate. NO CANDLES shall be permitted. Fabrics or other decorations may need to have a Certificate of Fire Retardancy.
- 28.02 Decorations, signs, banners, and streamers must be approved by an Event Coordinator. Under no circumstances are helium balloons or adhesive-backed decals to be given away or permitted. Any cost incurred by the Curtis Culwell Center from the use of, or removal of, these items will be charged to the Lessee at the prevailing labor and materials rate. No signage may be taped on the glass or doors of the facility.
- 28.03 The Curtis Culwell Center reserves the right to exclude certain exhibit and/or decorating material that, in the opinion of the Director, creates an unreasonable or unnecessary risk of injury or damage to persons or property.

XXIX. CHAPERONES

- 29.01 *Chaperones:* Any events where youth will be present, there must be one (1) adult chaperone for every twenty-five (25) children. For the purposes of this section, "children" shall mean any person less than eighteen (18) years of age, and "adult chaperone" shall mean any person over twenty-five (25) years of age.

XXX. CLEAN UP

- 30.01 Lessee shall return the Curtis Culwell Center and its furnishings to the same general condition as when received, ordinary wear and tear accepted.

XXXI. TRASH DISPOSAL

- 31.01 The Curtis Culwell Center provides a cost effective system of trash removal for the Lessee to discard quantities of debris such as boxes, containers, etc., by a

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30-yard trash compactor with sanitizer that is available before, during, and after your event. Additional containers may be made available as well.

XXXII. NON-CONFORMING EVENTS

- 32.01 An event, performance, activity, or exhibit, which is likely to create an unreasonable risk of injury or damage to the facility, the Lessee, or patrons thereof, or any event that has been scheduled due to false or misleading information provided by the user shall be rejected, canceled, or terminated.
- 32.02 The Director shall cancel or terminate any lease agreement if an event, performance, activity, or exhibit being promoted or sponsored by the Lessee has been declared obscene by a court of competent jurisdiction.
- 32.03 Use of the Curtis Culwell Center to accommodate childcare groups for day care or nursery uses will not be permitted unless otherwise approved by the Director.

XXXIII. ITEMS NOT ALLOWED

- 33.01 No food or drink, weapons, tobacco, or any other inappropriate item(s) may be brought into the facility. The Curtis Culwell Center invokes a Clear Bag Only Policy for all events. At certain events, cameras, video recorders, or other recording devices may not be allowed.

33.02 CLEAR BAG POLICY

To ensure guest safety and a quicker entry into the facility, the Curtis Culwell Center has implemented a bag policy limiting the size and type allowed at all events.

While the CCC encourages guests not to bring bags if possible, the following are permissible:

- Clear plastic, vinyl or PVC bags that do not exceed 12" x 6" x 12"
- One-gallon clear plastic Ziploc-style bags
- Clutch bags approximately the size of a hand
- Medically necessary items

XXXIV. PATRONS WITH DISABILITIES

- 34.01 The American with Disabilities Act of 1990 (ADA) prohibits discrimination against individuals with disabilities with regard to employment and public accommodations. The Curtis Culwell Center falls under the requirements of the ADA.

34.02 The ADA defines a person with a disability as being physically or mentally impaired in a way that affects major life activities. This includes, but is not limited to, impairments that require confinement to a wheelchair, blindness, deafness or other physical disability, as well as mental illness, retardation, contagious and non-contagious diseases including infection with HIV, tuberculosis, drug addiction, and alcoholism.

34.03 The Curtis Culwell Center is committed to ensure all patrons enjoy a pleasant and memorable experience including patrons with disabilities. No individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities. Further, no individual shall be subjected to discrimination. Every Lessee is responsible for all facets of their event to be in compliance under the ADA.

The information provided in this section is intended to highlight certain relevant provisions of the ADA, but is not a comprehensive listing of all applicable, or potentially applicable, provision of the ADA. It is the Lessee's responsibility to identify and comply with all provision of the ADA implicated by Lessee's use of the Curtis Culwell Center.

34.04 All primary entrances to the facility, events, exhibit booths, entrances and exits to rooms, suites, and arena floor seating when applicable must be accessible to and barrier free to people with disabilities. A clear path of travel for circulation within the facility must be maintained. A "path of travel" includes a continuous, unobstructed (or barrier free) way of pedestrian passage. Protruding objects must not impede access. All paths of travel must be in excess of 36 inches in width.

34.05 The Curtis Culwell Center has a number of accessible parking spaces as required by the ADA near the east and west entrances. A valid disability parking permit is required to park in these designated spaces. Both entrances have passenger-loading zones that are accessible.

34.06 All restrooms are accessible to the disabled. The facility also has unisex restrooms for disabled patrons that have a companion to assist them.

34.07 It is always a good idea to send out a speaker invitation form that requests information about providing accommodations, so that accommodations can be made in advance, if needed. The Curtis Culwell Center can provide stages with ramps to the stage that are ADA compliant with adequate notice.

34.08 The ticket counters and concession counters at the facility are ADA compliant. Separate tables for the disabled outside of these areas are not allowed. The facility can supply tables that are ADA compliant. At least 5 percent of the

tables at an event must be accessible at events where reservations are not made in advance and disabled patrons may be attending. Tables should be at least 32 inches to 34 inches between the bottom edge of the table and floor. Many motorized wheelchairs cannot fit under a table that is 28" above the finished floor. Tables of adequate height should be reserved for the disabled until the entire room is filled to capacity.

- 34.09 Dressing rooms, fitting rooms, and locker rooms at the facility are ADA compliant. Under the ADA, a wheelchair-bound patron should be able to make a 180-degree turn in a dressing room without interference from any door. A bench must be provided. If full-length mirrors are provided, they should allow a seated or standing person a full view of the mirror.
- 34.10 The First Aid Station at the facility is ADA compliant and is located on the arena upper concourse level.
- 34.11 *Auxiliary Aids and Services.* The general statement for auxiliary aids states that a public accommodation shall take those steps necessary to ensure that no individual with a disability is denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services such as qualified interpreters, *assistive listening devices (ALD)*, etc. The ADA requires that people with disabilities be accommodated in such a way as to allow them to enjoy the rights and privileges available equally to those without disabilities.
- 34.12 *Assistive Listening Devices (ALD)* – ALD systems are intended to augment standard public address and audio systems by providing patrons with a hearing impairment to participate in or enjoy an event. The minimum number of devices shall be equal to no less than 1% of the available seats with 25% of the devices being compatible with hearing aids. The facility can provide these devices to the Lessee for distribution to disabled patrons at events at no charge to the Lessee. The Lessee shall not charge a fee to patrons for use of the ALD. However, the Lessee is responsible for providing personnel for distributing the devices and for ensuring that all devices are returned undamaged. A patron requesting an ALD must leave a major credit card or a driver's license to obtain use of an ALD.
- 34.13 Where applicable, large print and/or Braille programs should be made available for those with sight impairments when these materials are available or handed out to the public.
- 34.14 Service animals are an integral part of mobility for many people with sight disabilities and are even employed to help some people with mobility impairments. Service animals shall be allowed and accommodated at all events.

- 34.15 Other accommodations are often requested by those with disabilities, besides the specific equipment needs. In addition to staffing needs to accommodate non-disabled patrons, each public event should have an adequate number of event staff to offer a reasonable level of personalized service to disabled patrons as well.
- 34.16 Seating is one of the most important issues under the ADA. Wheelchair areas must be an integral part of any seating plan and shall be provided so as to provide people with physical disabilities a choice of admission prices and lines of sight comparable to those for members of the general public. At least one companion seat shall be provided next to (not behind or in front of) each wheelchair seating space. The purpose here is to keep friends and families together, rather than requiring them to be seated separately. As you can imagine, it is important to those with disabilities to be treated like everyone else as nearly as possible and thus side-by-side seating is very important to them.
- 34.17 When seating capacity exceeds 300, wheelchair spaces must be provided in more than one location and allow a line of sight comparable to that of non-disabled patrons.
- 34.18 Under the ADA, the in-filling of unsold wheelchair accessible seats and companion seats is permitted. Ambulatory seats (folding arena chairs) may be installed in these unsold areas when not required to accommodate wheelchair users. However, at ticketed events, these spaces must be held open for sale to no less than 24 hours before the event if the event has not been sold out.
- 34.19 Below are seven sensitivity suggestions for assisting patrons with disabilities:
- A. Please use the words "disabled" or "disability" instead of "handicapped". People with disabilities requested Congress not to use the term "handicapped" in the ADA.
 - B. When assisting a person with a disability, instead of asking the person about their disability, as "How can I accommodate you?" or "How may I assist you?"
 - C. If for any reason there is an error and the disabled person cannot easily access your booth, space, session, etc., attempt to serve the disabled patron with personalized service as necessary.
 - D. Please politely address and assist those with disabilities, without being patronizing or demeaning.
 - E. Please have the necessary information to direct them or to an information area or person that may be able to assist them.
 - F. Request your employees and co-workers to be sensitive to the needs and feelings of those with disabilities.

- G. Please do not lean against or hang on someone's wheelchair. Many people with wheelchairs treat their wheelchair as an extension of their bodies.
- H. When admitting a disabled person into an event, do not ask for proof of his/her disability.

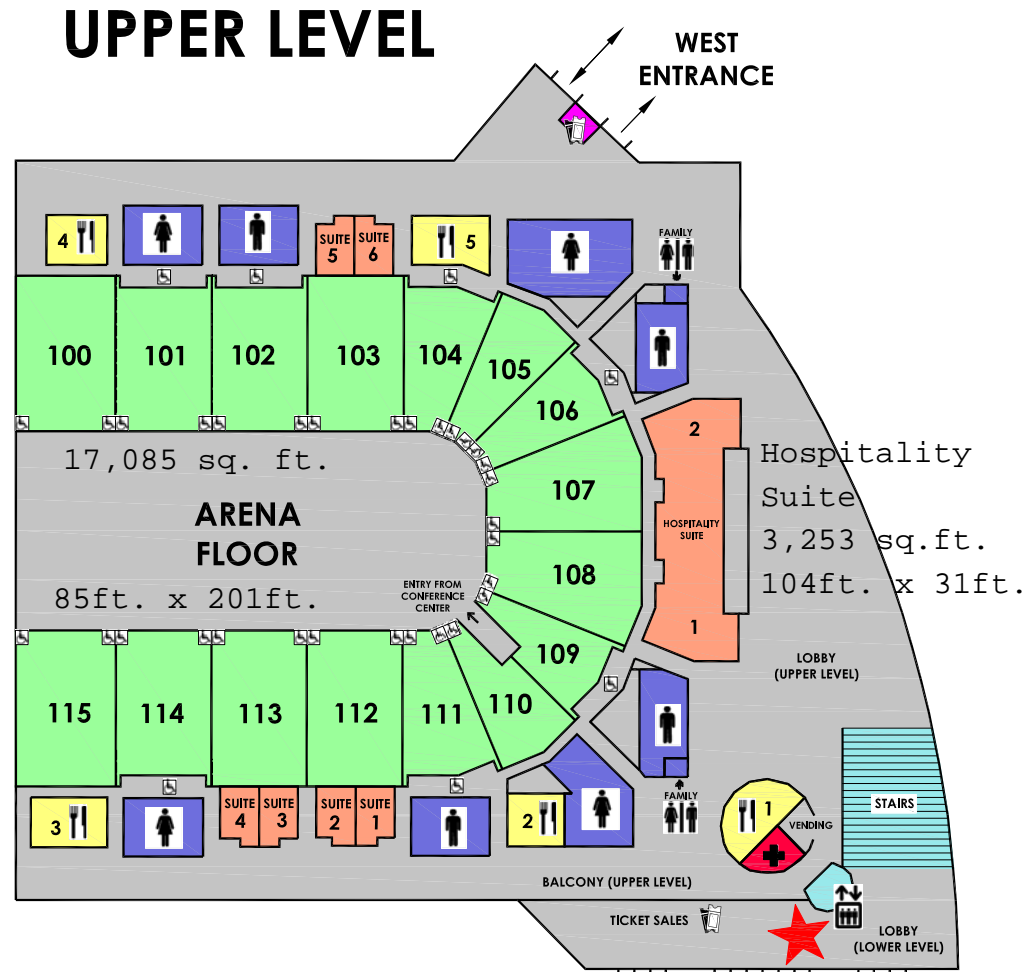
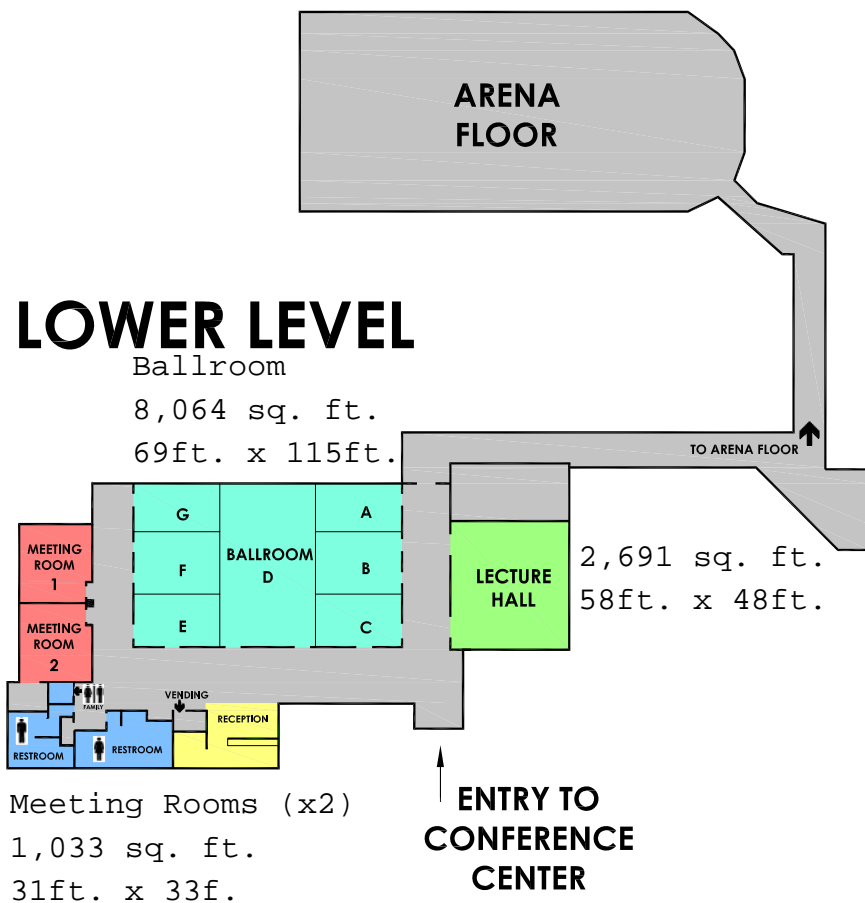
XXXV. OTHER REQUIREMENTS

- 35.01 Any other matter not covered in these policies shall be determined by the Director. For additional information on ticketed events in the arena, please refer to the *Box Office Procedures Manual*. For additional information relating to catering policies and procedures please refer to the *Catering Rules and Regulations*.

EXHIBIT C

**CURTIS CULWELL CENTER
VISITOR GUIDE**

CENTER VISITOR GUIDE



- ✚ FIRST AID
- ♂ MEN'S RESTROOM
- ♀ WOMEN'S RESTROOM
- 👨‍👩‍👧‍👦 FAMILY RESTROOM
- 🍴 CONCESSIONS
- 🎫 TICKET SALES
- 🛖 ELEVATOR
- ♿ HANDICAP SEATING



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

Bid Number/Title: 117570 370-24 Concessionaire Services (CCC)

PLEASE SUBMIT BID NO LATER THAN 10:30 A.M. LOCAL TIME ON MARCH 28, 2024. Mark the sealed return envelope in the lower left hand corner with RFP#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 10:30 A.M. the first date the district is open to conduct business.)

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

Minimum Requirements	Weight	Max Score	KO Score	Response
Do you agree to Jurisdiction and Venue as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	
Do you agree to GISD Indemnification Provision as stated in the attached Terms and Conditions? Enter a 2 for Yes or 1 for No	5	5	1	

General	Required	Scoring Weight	Max Score	Response (Text or Number)
Although we are legally required to accept paper bids, we strongly request that bidders submit this bid electronically. Please feel free to call us at (972) 487-3009, if you require any assistance with this submittal. Electronic bidding eliminates errors, eliminates unnecessary work, and is more friendly to the environment. When filing this bid electronically, please do not send us a paper copy, as the electronic version will prevail. However, in the unlikely event that you do submit a paper bid, it is imperative that the title and bid number MUST appear on the outside of the submittal envelope. Furthermore, no faxed bids will be received. Your cooperation is appreciated. Please confirm by responding "Yes" that you have read and understand this instruction.	Required			
Does your company accept all of the terms and conditions stated in this solicitation? If No, complete the Deviation Compliance Form attached to this solicitation.	Required	40	40	
Is your firm willing to honor the terms and conditions of this contract if awarded a contract as an alternate? Enter Yes or No	Required			
Does your firm agree to the E-commerce requirements attached to this solicitation? Enter Yes or No	Required	30	30	
If your company has agreed to the E-Commerce requirements, provide the Name, Telephone Number; and E-mail address of the staff member responsible for this function e.g., Joe Technology,	Optional			

General	Required	Scoring Weight	Max Score	Response (Text or Number)
972.123.4567, Jtechnology@anycompany.com				
Identify the state in which the proposer's principal place of business or main corporate office is located.	Required			
Proposer's principal place of business is located within the boundaries of the Garland Independent School District?	Required			
The Garland ISD has authorized district employees to use a credit card(Bank of America Master Card) to make purchases for business purposes. Will your company accept these credit card purchases?	Required	20	20	
Is your company certified by the state of Texas or the North Central Texas Regional Certification Agency as a small, women-owned, or minority business? If yes, attach a copy of the certification with the Request for Proposal/Bid response.	Required			
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? For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address www.epcnt.com.; Enter Yes or No	Required			
The Garland ISD has entered into Inter-Local Agreements for cooperative purchasing with the following public entities: City of Garland, City of Rowlett, and Ysleta ISD. The Proposer agrees to honor orders for items or services included herein which may be placed by these entities?	Required			
Identify references by providing Organization, Contact Name, and Telephone # e.g., Garland ISD, Joe Smith, 972-487-3009.	Required			
All required forms must be signed and submitted with the response. Have you attached the signed required forms?	Required			
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, specifications, and pricing would apply? For information regarding the Central Texas Purchasing Alliance, please visit their website at the following address www.txctpa.org.; Enter Yes or No	Required			
For items not specifically listed in items above, please indicate percent discount from catalog/price list vendor is prepared to offer. Discount percentage must include freight and inside delivery. Minimum order quantities and/or amounts (if any) must be clearly stated.	Required			

LINE INFORMATION

Item No	Description	UOM	Quantity	Proposed Price			
	Specifications	Required	Scoring Weight	Scoring Range	Score	Target Value	Vendor Target Value

1	Proposed commission to be paid to the Curtis Culwell Center	Each	1				
	Does your company agree to the 37.5% commission?	Yes	100	-	0 100	Yes	

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) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Person-homicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

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
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