

To Be Published April 24 & 27, 2009

NOTICE TO BIDDERS

The Grand Prairie Independent School District will receive sealed proposals until:

2:00 P.M. – June 16, 2009

All responses will be publicly opened at that time

FOR:

SPECIAL EVENT SERVICES

Prospective proposers may secure further information and specifications at 2602 South Belt Line Road, Phone 972/237-5592. The school district reserves the right to reject any and/or all submittals and to waive all formalities and irregularities in bidding.

PROPOSAL ENVELOPE MUST BE ADDRESSED TO:

Grand Prairie ISD
Purchasing Department
2602 South Belt Line Road
Grand Prairie, TX 75052

and

PLAINLY MARKED:

BID NO. 09-43

Bids may be submitted on any/or all items, unless stated otherwise.

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the bid list. If you cannot bid at this time and desire to remain on the bid list, please submit a **NO BID** on the bid form and return.

PROCEDURES FOR SEALED BIDS OR PROPOSALS

1.0.0 GENERAL CONDITIONS

- 1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.
- 1.2.0 WITHDRAWAL OF BIDS - Any bid may be withdrawn by the vendor prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the vendor.
- 1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be **conspicuously noted in writing** by the bidder and shall be included in the bid.
- 1.4.0 VENDORS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so **will** result in their being deleted from our vendor list.
- 1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities; to be the sole and independent judge of quality and suitability of any products offered; and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.
- 1.6.0 GPISD will enter into contractual relationships only with those vendors who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority contractors are encouraged to compete in providing goods and services to the district. GPISD does not operate under a set-aside program.
- 1.7.0 GPISD, any of its departments, divisions or campus, is one user and reserves the right to select products and/or supplies from any bid, cooperative agreement such as the General Services Administration or the Department of Information Resources.

2.0.0 EVALUATION OF BIDS, in accordance with Article 2368a.3, Section 5.

2.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).

2.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the district shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the district, one of the resident bidders shall be selected by the casting of lots.

2.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one vendor for each item/group/service or to award on contract for the entire bid. All vendors will receive a statement of bid award. *Vendors desiring a copy of the bid summary may request it by enclosing a self-addressed stamped envelope to the Purchasing Office.*

3.0.0 CONTRACTS

3.0.1 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department after bids have been awarded.

3.0.2 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

3.1.0 Buyer's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

4.0.0 DISCLOSURES

4.0.1 By signing this bid, a bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the bid submitted.

4.0.2 By signing this bid, a bidder affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that

would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid.

4.0.3 BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid.

4.1.0 The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others and overpricing refunded within 30 days to GPISD, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

5.0.0 SAMPLES, *when called for*, shall be submitted with the bid unless stated otherwise.

6.0.0 Successful vendor or contractor and all employees will be required to comply with the same standards applicable to the employees of the GPISD with regard to procedure 18 of the Auxiliary Employee Handbook.

7.0.0 STATEMENT OF QUALIFICATIONS, when required, must include a description of organizational experience, references and capabilities.

7.1.0 *Organizational Experience:* Vendor must describe their qualifications and experience to perform the work described in this invitation.

7.2.0 *References:* Proposals must include at least three references, preferably state and local government organizations where the vendor currently provides the type of services and/or products requested. Reference listings must include organization names, addresses, and contact person and telephone number.

INTERLOCAL AGREEMENT CLAUSE

The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at

www.lisd.net/purchasing/NTEPChomepage1.htm

Governmental entities utilizing Internal Governmental contracts with the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts.

INSURANCE REQUIREMENTS (IN THE MINIMUM OF) The successful bidder shall submit evidence of required insurance on an original Acord. Failure to submit the required document(s) with the bid may result in disqualification.

1. A certificate of insurance is not required at the time of the bid. However, an insurance certificate is required to be on file prior to the start of any work.
2. **Commercial General Liability:** \$500,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
3. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto.
4. **Workers' Compensation and Employers' Liability:** Statutory. Employers Liability policy limits of \$100,000.00 for each accident, \$500,000.00 policy limit - Disease.

Other Insurance Provisions

1. The Grand Prairie ISD shall be named as an additional insured on the Commercial General Liability and Automobile Liability Insurance policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been provided to the school district. If the policy is canceled for non-payment of premium, only ten (10) days notice is required.
3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the school district, its officials, employees and volunteers for losses arising from the activities under this contract.
5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

Purchasing Department
Grand Prairie ISD
2602 S Beltline Road
Grand Prairie, Texas 75052

The District requires ten (10) days WRITTEN NOTICE prior to cancellation of ANY INSURANCE.

SPECIAL EVENT SERVICES

Due 2:00 PM 16th June 2009

Purpose - This Request for Proposal (RFP) is to solicit proposals from professional companies to provide services during special events. Services would include but not be limited to:

1. Banquet type tables – delivery, set-up, pick-up;
2. Amusement type items, i.e. dunking booths, bounce houses, etc – delivery, set-up, pick-up;
3. Stage props or platform props, i.e. greenery, backdrops, helium balloons, etc. – delivery, set-up, pick-up;
4. Custom made costumes, props/sets – district designed to include delivery
5. Other items not described in this document, but available through vendor resources – delivery, set-up, pick-up;

The Grand Prairie ISD makes no express or implied warranties whatsoever for any particular quantity or dollar amount of anticipated services.

Scope of Work - Bidder shall furnish desired items with the responsibility delivery, set-up, and pick-up for each event. Each district organization or department shall specify item, quantity, and dates needed. Rates and services submitted for each project will be required in writing.

General Information - All questions regarding this RFP shall be submitted via e-mail to dave.crittenden@gpisd.org

Right to Amend or Withdraw - Grand Prairie ISD reserves the right to alter, amend or modify any provision of this RFP, or to withdraw this RFP at any time prior to the award of a contract, if to do so is in the best interest of the District.

Submission Requirements - To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified. Vendors shall submit three (3) copies of a complete response. One copy should be labeled “ORIGINAL” and contain original signatures. Proposals must address, at a minimum, the following format.

1. Cover Letter - A brief introductory letter of representation.
2. Insurance Certificate as specified.
3. Descriptive Literature - Illustrative or descriptive literature, brochures, specifications, drawings, diagrams, etc., that provide additional Proposer/product information with regard to issues addressed in other areas of the Proposer’s proposal.
4. References - Proposer shall submit a list of at least three (3) references where like services or their firm has performed similar projects. Include name of firm, address, telephone number and name of representative.

RETURN THIS PAGE

PROPOSER'S CERTIFICATE

This bidder, the below named firm, hereby submits bid prices as shown for furnishing the items listed herein, delivered in the quality and dimensions specified, and subject to the conditions listed under "Bid Specifications and Conditions." Bid prices shown are net and include all charges. Descriptive and illustrative material, including specifications and data sheets, and all other proposals accompanying this bid are considered to be an integral part of this bid offer.

FIRM'S NAME

ADDRESS	
CITY & STATE	ZIP CODE

EMAIL

TELEPHONE	FAX
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AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY

INTERLOCAL AGREEMENT

Should these governmental entities referenced above elect to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? Yes No

SUBMITTAL DOCUMENTS – Have you included the following items, which are referenced above?

Cover Letter	Yes	No
Descriptive Literature	Yes	No
Contractor Background Information	Yes	No
References	Yes	No
Insurance	Yes	No

We can provide:

Banquet type tables – delivery, set-up, pick-up;	Yes	No
Amusement type items, delivery, set-up, pick-up;	Yes	No
Stage props or platform props, – delivery, set-up, pick-up;	Yes	No
Custom made costumes, props/sets –	Yes	No
Other items not described in this document,	Yes	No

Upon review in July 2010, will you consider a second year option? Yes No

Upon review in July 20211, will you consider a third year option? Yes No

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

Note: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
--

AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY

Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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 the conviction of a felony.”

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

This Notice Is Not Required of a Publicly Held Corporation

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

COMPANY NAME:

Check the appropriate box and sign the form.

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE: _____

- My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE: _____

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

Name of Felony: _____

Details of Conviction(s):

AUTHORIZED SIGNATURE: _____