Please BID the following no later than 2:00pm, September 21, 2017

Northside Independent School District is receiving sealed bid proposals for Theatrical Equipment & Supplies, Bid #2017-221 as per the attached specifications. Bids will be accepted at the office of the Director of Purchasing, 607 Richland Hills Drive, Suite 700, San Antonio, TX 78245, until 2:00 pm, CST, September 21, 2017, at which time they will be opened and tabulated for School Board approval. Bidders are invited to be present for the bid opening.

It is not the policy of Northside Independent School District to purchase on the basis of low bids alone; “Best Value” being the controlling factor. The District will evaluate each bid received and make award(s) based on the criteria enumerated in Texas Education Code §44.031(b).

All proposals shall include the cost of transportation to various locations within Northside Independent School District, San Antonio, Texas. Any exceptions to or deviations from this, or any other terms and conditions listed in this bid, must be stated in writing and attached to this bid at the time of the bid opening.

Bidders must fill in all blanks on items being bid, for example Bidder’s Brand Name and Model Number, Unit Price and Total Price. The above information must be clear and concise. Unit Price and Total Columns must be figured correctly (if applicable) by the bidder or the bid may be rejected. This bid form must be used and all bids are to be signed below. Original signatures are required. Failure to follow these instructions could be cause for the bid not to be accepted.

To insure proper receipt of bid response, please include Company Name, Bid Number and Bid Name on the outside of the delivery envelope or package.

This Bid is a firm offer which shall be irrevocable and open for acceptance for __________ calendar days (60 calendar days unless otherwise specified) from the day set for submission of bids. When no bid is returned, the vendor is removed from our vendor list.

NOTE: Use this form. If necessary to go into detail, attach a letter. Exclude Federal & State Tax. The right is reserved to accept or reject bids on each item separately or as a whole.
FELONY CONVICTION NOTIFICATION
And
SUSPENSION OR DEBARMENT CERTIFICATION

Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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 for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§__.36)

Vendor Name:__________________________________________________________

Vendor Address:__________________________________________________________

City: __________________________ State: _______ Zip: __________

Vendor Email Address:____________________________________________________

Vendor Telephone:________________________________________________________

Vendor Fax Number:_______________________________________________________

Authorized Company Official’s Name:________________________________________

(Date)

Signature of Company Official:______________________________________________

(Date)
1. Northside Independent School District (“District”, “NISD” or “Owner”) is requesting sealed bid proposals for the purchase of **Theatrical Equipment & Supplies**. The intent of this bid is to offer Northside campuses and departments with a list of qualified and approved vendors from which they can purchase **Theatrical Equipment & Supplies**.

2. This bid will cover a period of one year, beginning November 1, 2017, or date of award, whichever is later, through October 31, 2018. Northside reserves the right to extend this contract for one (1) additional one-year term with the same terms and conditions, if agreeable to both the District and vendor(s). Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Northside Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

3. As required in Texas Education Code §44.031(b), in determining to whom to award this contract, the District shall consider: the purchase price, the reputation of the vendor and the vendor’s goods or services, the quality of the vendor’s goods or services, the extent to which the goods or services meet the district’s needs, the vendor’s past relationship with the district, the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses, the total long-term cost to the district to acquire the vendor’s goods or services, whether the vendor or the vendor’s ultimate parent company or majority owner: A) has its principal place of business in Texas or B) employs at least 500 persons in Texas and finally, any other relevant factor specifically listed in the request for bids or proposals.

4. **Conflict of Interest Disclosure**: pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Northside ISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001(1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code. The District's electronic Conflict of Interest Disclosure form can be found here: [http://nisd.net/business/purchasing/ciq](http://nisd.net/business/purchasing/ciq)

5. **Certificate of Interested Parties**: Effective January 1, 2016 all contracts executed by the Northside ISD Board of Trustees’, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Additional information can be found at: [https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

6. Vendors shall offer a discount from on-line or print catalog prices. If an online catalog is not available, NISD schools and departments may contact you by phone for a copy of your current catalog as well as pricing and availability.

7. No quantities are guaranteed or implied. Items will be purchased on an “as-needed” basis.

8. It is the intent of the District to award this contract to multiple vendors, as may appear most advantageous to the District.

9. Bid information will be furnished to all campuses and departments. Ordering and Direct Delivery will involve all locations within Northside Independent School District.

10. Freight will be prepaid by the vendor. Inside delivery is required.
11. Vendor **must** notify Purchasing Department, at 210-397-8701, immediately if items are placed on back order, and before making substitutions.

12. The percent of discount bid must remain the same throughout the contract period. Any manufacturer price increase during the contract period must be submitted to the Director of Purchasing for approval.

13. Northside Independent School District will apply the discount to the total amount of each purchase order.

14. The District must have your bid returned and on file in the Purchasing Department. **Faxed or emailed copies will not be accepted.**

**QUESTIONS REGARDING THE BID PROCESS, CONTACT:**
George M. Ayala, Director of Purchasing
(210) 397-8845 or amanda-1.flores@nisd.net

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**THIS SECTION INTENTIONALLY LEFT BLANK**
Vendors are required to fill-in all requested information.

Company Name: ________________________________

**Stage & Production Supplies**
Percent of Discount from Catalog List Price: __________%  
Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:

**Posters & Props Supplies**
Percent of Discount from Catalog List Price: __________%  
Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:

**Costume, Fabric & Makeup Supplies**
Percent of Discount from Catalog List Price: __________%  
Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:

**Sound & Lighting Supplies**
Percent of Discount from Catalog List Price: __________%  
Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:

**Plays & Film Supplies**
Percent of Discount from Catalog List Price: __________%  
Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:
Vendors are required to fill-in all requested information.

**Miscellaneous Supplies**

Percent of Discount from Catalog List Price: _______________%

Vendors may submit a single discount, or a discount range (i.e., 0-20%)

Title and Publish Date of the catalog from which pricing is to be obtained and discount is offered:

______________________________________________________________________________

Does your company offer on-line catalog availability?  Yes____ No____

If yes, provide web site: ____________________________________________________________________

What is approximate delivery time after receiving order (A.R.O.)? ________________/day(s).

Do you have a walk-in (retail) store for will-call purchases?  Yes____ No____

Will your company honor blanket purchase orders?  Yes____ No____

Is the principal place of business for your company in the State of Texas?  Yes____ No____

Does your company employ at least 500 people in the State of Texas?  Yes____ No____

Define your company’s return policy: ____________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Vendor Name: ____________________________________________________________________________

Vendor Address: ___________________________________________________________________________

City: ___________________ State: __________ Zip: ___________________

Contact Person: ___________________________________________________________________________

Email Address for Orders: _____________________________________________________________________

Telephone: _______________ Fax Number: ___________________________________________________________________

Signature: ___________________________ Date: _____________________
1. Northside Independent School District (Northside) considers cash discounts or discounts for prompt payment when evaluating bids.

2. When a brand name is used, it is for the purpose of establishing quality. Although certain manufacturer brand names and numbers may be specified, alternates will be considered. The bidder/proposer, by bidding an alternate, warrants that products being bid meet or exceed all stated specifications. When an alternate is bid, bidder/proposer must furnish complete and descriptive literature on item(s) bid. If an alternate is bid and descriptive literature is not included, the bid may be considered invalid and rejected.

3. The District reserves the right to reject any and/or all bids and to make awards on the individual items as they may appear to be most advantageous to the District, to include award of different items to different vendors, and to waive all formalities in bidding.

4. The term “As Specified” or “A/S” will not be accepted. If bidding on a make or model other than specified, bidder/proposer is to list make and model of item being bid and must state any deviations from the item specified. The burden of proof of compliance with this specification will be the responsibility of the vendor. Samples of items which are not as specified must be available to the District within 72 hours after our request.

5. The bid is a firm offer which shall be irrevocable and open for acceptance for _______calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids. A 60 day minimum is usually required for School Board approval.

6. Bids received after the due date and time specified will not be considered.

7. When a bid is not returned, the vendor’s name is removed from the bidder list for this commodity.

8. Questions in regard to this bid must be submitted to the Director of Purchasing for clarification.

9. Payment: Unless otherwise stated under “Discount Terms” on page 1, payment terms will be Net 30 after acceptance of delivery or receipt of correct invoice, whichever comes later.

10. Bidder/proposer hereby affirmatively states that it has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of Northside or its Board of Trustees.

11. Any contract resulting from this solicitation shall be construed under and in accordance with the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this solicitation shall be heard and determined in the City of San Antonio, Bexar County, Texas.

12. Renewal, if applicable, of resulting Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Northside Independent School District, or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

13. All expenses resulting from preparation and responding to this bid/proposal shall be the sole responsibility of the bidder/proposer and not reimbursable. This provision includes, but is not limited to, bid bonds, performance and payment bonds, reproduction (copy) services, etc.

14. All purchases made as a result of this solicitation shall be delivered FOB: Inside Delivery at no additional charge to the District.

15. Contact between bidders/proposers and District staff other than those in the Purchasing Department during the bidding process or evaluation process is prohibited. Any attempt by a bidder/proposer to contact District staff outside the Purchasing Department may result in disqualification.

16. The District utilizes Electronic Funds Transfer (EFT) to pay for goods and services. Vendors awarded a contract as a result of this solicitation will be required to provide appropriate banking information to receive payment.

17. A Vendor awarded a Contract as a result of this solicitation shall defend, indemnify, and save whole and harmless Northside Independent School District and all of its officers, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in contention with, any negligent act or omission of Vendor or any agent, employee, subcontractor or supplier of Vendor in the execution or performance of this Contract. The Vendor shall also defend and indemnify the Northside Independent School District against claims by any subcontractor, supplier, laborer, materialman or mechanic for payment for work or materials provided on behalf of the Vendor in the performance of the services contemplated herein, and all such claimants shall look solely to the Vendor and not Northside Independent School District for satisfaction of such claims.
CERTIFICATE OF INTERESTED PARTIES – FORM 1295

A person or business entity entering into a contract and/or agreement with NISD is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”. This form must be submitted online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with the bid/quote/proposal document(s). If Form 1295 is not submitted along with your bid/quote/proposal response, your response will be considered “non-responsive” and will be disqualified.

![Form 1295 Example](image-url)