



TEXAS SOUTHERN UNIVERSITY

Return Bid to:

Texas Southern University Post Office
Procurement Services – Purchasing
3100 Cleburne Street
Houston, TX 77004

ITB Number: 717-21-724 Commencement Staging
ISSUANCE DATE: Friday, April 9, 2021

OPENING DATE: Tuesday, April 23, 2021

OPENING TIME: 11:00 a.m. Central Time

Texas Vendor ID or FEI No.
COMPANY NAME
ADDRESS
Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

CITY STATE ZIP
PHONE NUMBER EMAIL ADDRESS
AUTHORIZED SIGNATURE DATE
If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied This Vendor agrees to comply with all conditions shown on this form.

TYPE OR PRINT NAME OF SIGNER
FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

Delivery time of normal orders ___days

TERMS OF PAYMENT: NET ___DAYS

TOTAL AMOUNT OF BID:

\$

- Check below if preference is claimed under Rule 1 TAC 113.8
[] Produced in Texas and/or Texas bidder
[] Texas agricultural products
[] USA produced supplies, materials or Equipment
[] Historically Underutilized Business Certified by the TX Procurement and Support Services
[] Products of persons with mental or physical Disabilities
[] Products made of recycled materials
[] Energy efficient products

Invitation to Bid # 717-21-724

TSU Commencement Staging

Texas Southern University desires to enter into a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

ORGANIZATION OVERVIEW

Texas Southern University (TSU) currently seeks pricing for staging and production equipment that will include assembling, disassembling and transportation services before and after the scheduled TSU Commencement. Details of the event and equipment needed can be seen on page 9 titled "Specifications".

Sealed bids will be received by the Purchasing Department, and opened at **11:00 a.m. Friday, April 23, 2021** at Texas Southern University, Procurement Services, 3100 Cleburne, Room 333; Houston, Texas, 77004.

BID DELIVERY

Proposals packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your Proposals response please note:

Due to the Coronavirus (COVID-19) pandemic there will be some amendments in the delivery of all responses that are in progress. All respondents are to deliver their submittals to the Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004

****Please instruct your courier NOT to go the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU's Post Office.**

Social distancing and personal protective equipment mandates are still in effect. Your package should be packaged tightly with a business card affixed to it. A TSU representative will be in place to monitor the deliveries the day of the closing. To practice social distancing, there will be no pre-bid meeting or reading of solicitations.

We want everyone to Work safe and Stay Safe. If you have any questions, please email the Texas Southern University contact stated in the bid. We want to thank you for your cooperation, understanding and patience.

***** If the delivery service you use fails to get your bid response here by the deadline, your response will be late and not accepted.**

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) **original** and one (1) copy of bid response and **a flash drive with a copy of the bid response** for evaluation. Please clearly mark the original copy of your offer.

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person based on race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

NON-DISCRIMINATION

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered onto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

All expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

INQUIRIES

All inquiries shall be submitted in writing (Word format) via email to Mr. Sceffers Ward at sceffers.ward@tsu.edu by **Thursday, April 15, 2021 by 10:00 a.m.** Central Time.

All inquiries may result in written responses posted to the Electronic State Business Daily, available at <http://www.txsmartbuy.com/esbd>, and the TSU Purchasing website. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.

Except as otherwise provided in this Section, upon issuance of this ITB, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the ITB with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this ITB.

If Respondent takes any exceptions to any provisions of this ITB, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this ITB and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire ITB. If any Respondent takes a blanket exception to this entire ITB or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website <http://esbd.cpa.state.tx.us/> up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

HUB Subcontracting Plan (HSP)

In accordance with Gov't Code §2161.252, Texas Southern University has determined that subcontracting opportunities are not probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), do not have to complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response if the total dollar amount of bid response is greater than \$100,000, the University requires respondent to complete and submit their signed HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses greater than \$100,000 that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

(a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.

(b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

- (1) Proposed costs
- (2) Stability and success of contractor's business
- (3) Quality and reliability of the goods and services
- (4) Delivery terms and proposed transition plan
- (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
- (6) Other factors relevant to determining the best value for the state in the context of a purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

VENDOR PERFORMANCE BEFORE AND AFTER AWARD

In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a disqualification factor in the award of any contract resulting from this solicitation.

Texas Southern University may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (VPTS) as authorized

by 34 Texas Administrative Code § 20.108, TSU may examine other sources of Respondent performance including notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. These sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the federal government. Further, TSU may initiate these examinations of Respondent's performance based upon media reports. Any investigations are at University's sole discretion, and any negative findings, as determined by Texas Southern University may result in a non-award to Respondent.

Information pertaining to VPTS is located on CPA's website at:

http://www.window.texas.gov/procurement/prog/vendor_performance/.

Additionally, per Texas Government Code § 2155.089, the University will review successful Respondent's performance under a contract resulting from this solicitation after the contract is completed or otherwise terminated. These reviews and any resulting classification grades will be posted on the Vendor Performance Tracking System as noted in Texas Government Code § 2262.055.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is _____. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to the University property or of other vendors, suppliers or contractors; and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement



NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

TERMS AND CONDITIONS & ATTACHMENTS

The following attachments are to be considered as part of this bid:

- 1) Texas Southern University "Terms and Conditions" (2 pages)

SPECIFICATIONS

Texas Southern University (TSU) is requesting proposals for staging and equipment that will include assembling, disassembling and transportation services before and after the scheduled TSU Commencement. Therefore, pricing, staging and equipment specifications and preferred assemble dates of staging will be very important factors. The dates for the event are below. In no way is the equipment stated is the only make, model and/or manufacturer we will consider. We only use these specs as an example of desired quality only and to provide our baseline expectations. We encourage you to respond to your line of equivalent equipment.

Production

SETUP/ BREAKDOWN TIME

Date: May 8, 2021

Setup: May 6, 2021

Breakdown: May 8, 2021 after commencement

Graduation requirements

AUDIO

30 A-Line Acoustics AL10 Line Array Cabinet or similar

6 A-Line Acoustics LS218A Subwoofer Cabinet

1 Midas M32 Digital Console or similar

12 Clear Communication System

6 Shure ULXD Beta58 Hand held Wireless Microphone (Stage)

6 monitor wedges (stage)

12 sidefill monitors (field level for graduates)

(4) Professional boom microphone stands (stage)

VIDEO

(2) 24 X 12 LED Screens (will need to be independent of stage)

(2) 4K cameras with sports lens (FOH distance 360ft max)

(2) 4K cameras (rover/sign language)

(2) 70' led program monitors (stage) w/truss support mount

Independent support for livestreaming

STAGE

Staging dimensions will be 40 X 20 X 3 with rear ramp support (railings for ramp and rear corners) maroon skirting preferred for 3 sides

POWER

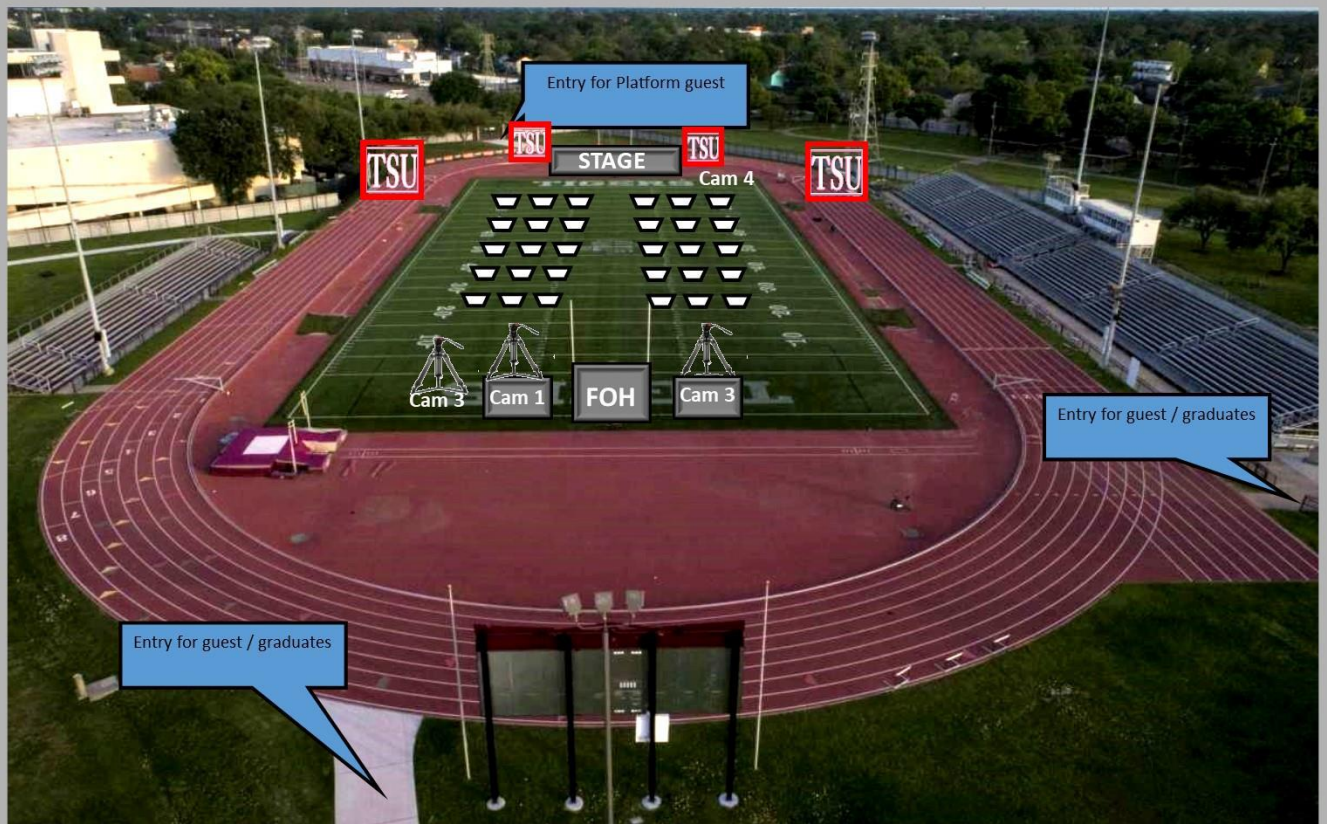
GENERATOR FOR POWER WILL NEED TO BE INCLUDED IN QUOTE

This rental should consist of 2 LED walls/monitors that will flank the graduation stage and serve as viewpoints for the audience; being that the graduation will be held outdoors at the football field an remaining compliant with COVID restrictions we will only allow about 1400 guest outside of the graduates to enter into the stadium for the ceremony.

The stage will be positioned in the east end zone while the audience will only have access to sit in the north

and south bleachers. The preference is to have two 24X12 LED screens on either side of the stage which will receive a feed from the production truck. Screen display will be used to view video input from cameras, video source from 2 individual laptop/pc (one hosting video content and the other housing the marching orders graduate recognition slides).

Additional sound for graduate coverage will need to be field level (sidelines) facing graduates along with stage monitors for platform guest. On stage visuals will consist of 2 70' LED monitors for platform guest to view videos, content etc....



PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

Are shipping charges free, or an added expense? _____

Please list all cooperative awards that you have (i.e. Buyboard, Choice Partners, etc.) _____

Please address rush orders vs. normal orders with respect to added cost, time to deliver, etc.

Since exact products and quantities will vary with each order, we are asking for a list of discounts from catalog pricing, and we are giving the vendor freedom to explain their pricing structure as they see fit. We recommend you be aggressive as only a handful of vendors will be selected, and pricing is always a major factor.

If you no longer have catalogs in paper form but prefer an online catalog format, this is acceptable. Please provide the link(s) to all catalogs you represent. _____

This ITB is a re-advertising of a bid done a few months ago, and if you have already submitted a bid response, unless we hear different from you, your original bid response will remain active and in good standing and will be considered accordingly. If you wish to remove your bid response, please state so here. If you wish to submit a new and more aggressive bid response, then of course please do.