



**REPOSTED  
REQUEST FOR  
PROPOSAL**

**Auditorium Lighting  
Upgrade**

**RFP #SY21 – 3 Lighting**

(Extended Dates)

## Reposted REQUEST FOR PROPOSAL (RFP) Auditorium Lighting Upgrade

A+ Charter Schools, Inc. invites qualified contractors to provide proposals for housing and theatrical lighting upgrade for A+ Secondary School Auditorium located at 445 S. Masters Dr., Dallas, TX until 3:00 PM on Tuesday, October 19, 2021 at the A+ Charter Schools administration building at 8225 Bruton Rd - Dallas, TX 75217. The proposals will be publicly opened and the names of vendors submitting proposals will be read Thursday, October 21, 2021, at 3 PM at 8225 Bruton Road, Dallas, Tex. 75217.

Please submit one original and two copies of the proposal.

All questions should be emailed to [troy.chambers@aplus-cs.org](mailto:troy.chambers@aplus-cs.org) no later than 3:00 P.M., Wednesday, October 6, 2021. All questions that require an addendum will be posted on the A+ Charter Schools website at [A+ Charter Schools Bid Proposals](#) page for the RFP no later than Wednesday, October 13, 2021. All bidders need to check the District’s website by this date to ensure they received all addendums, if any, on this project.

**All sealed proposals must be delivered to the following address:**

A+ Charter Schools  
Attn: Jimmy Trotter  
8225 Bruton Rd  
Dallas, TX 75217  
[jimmy.trotter@aplus-cs.org](mailto:jimmy.trotter@aplus-cs.org)

**Sealed proposals will be received until 3:00 PM on Tuesday, October 19, 2021. All proposals shall be clearly marked with “RFP #SY21 – 3 Lighting Upgrades”. A+ Charter Schools will publicly open bids at the Central Office at 8225 Bruton Rd, Texas 75217, Thursday, October, October 21, 2021 at 3 PM**

Proposals will be opened at the time and date, and location indicated above. **Due to the COVID-19, emailed proposals will be accepted. Bidders guarantee that all goods and services meet the requirements of the solicitation during the contract period.**

### **Pre-Bid Meeting and Walk-Through**

We will host 2 meetings in the auditorium located at 445 S. Masters Dr., Dallas, Tx 75217. The first meeting will be held on Monday, October 4, 2021 at 2:30 pm and the second meeting will be held on Tuesday, October 5, 2021 at 10:30 am. After the meeting, we will perform a group walk through with all interested attendees. Contact Troy Chambers for details at 469-439-9694 or via email at [troy.chambers@aplus-cs.org](mailto:troy.chambers@aplus-cs.org).

| EVALUATION CRITERIA                     | MAXIMUM ALLOWABLE POINTS |
|---|--------------------------|
| <b>A)</b> Approach/Methodology          | 30                       |
| <b>B)</b> Experience and Qualifications | 20                       |
| <b>C)</b> Proposed work schedule        | 20                       |
| <b>D)</b> Cost                          | 30                       |
| <b>TOTAL POINTS</b>                     | <b>100</b>               |

## General Conditions

The following are the general conditions for the work to be performed.

### Scope of Work

The purpose of this RFP is to implement improvements to the housing and theatrical lighting in the auditorium spaces at A+ Secondary School. The work also includes any repairs and/or service to existing (or newly installed) equipment.

The work shall include all materials, labor, project management, and supervision for the construction and completion of the work. Include all required boxes, raceways, power wiring, data and communications wiring, control wiring, set-up, programming, testing and adjustments, and training. Contractor must provide a 100% payment and performance bond for projects over \$100,000.

This project involves working on school district property and within existing buildings. It is the responsibility of the contractor to review the existing building conditions and factor them into their pricing.

It is understood that the vendor (contractor) shall provide and pay for all materials, labor, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. **Permits and licenses necessary for the execution of work shall be secured by the vendor.** All supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be performed without additional expense to the owner.

### Minimum Qualifications

The Contractor shall hold appropriate occupational licenses/and or other/license/certification required for the applicable service/work being performed. The Contractor shall fully comply with Federal and State laws, County and Municipal ordinances and regulations in any manner affecting the performance of work. These licenses must be valid at the time of the proposal opening. A copy must be provided with proposal and updated annually. Contractor shall notify A+ Charter Schools if any change occurs in regards to licenses. The proposal must include the following:

1. A qualified professional commercial theatrical stage lighting contractor.
2. A qualified and licensed commercial electrical contractor.
3. Additional miscellaneous sub-contractors will be required for the following:
  - a. Scaffolding
  - b. Cutting, patching and painting ceilings and walls.
  - c. Other miscellaneous work as required or specified.

The upgrade solution must be LED. A retrofit that preserves the existing fixtures and reduces any electrical work is preferred. The selected vendor must be able to provide the product and complete the install by November 28, 2021. Additionally, the selected vendor must identify and assist the A+ Charter Schools with any applicable rebates for which this project qualifies.

All work must be done in a workmanlike manner. Reuse of materials such as ceiling tiles, fixture housings and other items as appropriate is encouraged to reduce costs. The ceiling should be returned to its previous appearance and condition upon completion of the project, including replacing missing or damaged ceiling tiles. Proper disposal of all waste materials is the obligation of the contracted vendor. Images of the job site are attached to this RFP.

## Specific Work

- Inspect all wiring for defects and replacement needs
- Install new LED lighting and dimmer system for facility matching existing fixture types and quantities if existing set up is still warranted with the new equipment
- New lighting console (the District will entertain all valid recommendations)
- Replace all house lighting dimmers and switching including remote switching not located in control booth
- Include IPAD for remote setup and control of system during performances
- Provide 4 hours of training for site staff and additional 4 hours training for district staff

Awarded vendor will be responsible for permitting and inspections. Inspection will include but not limited to demolition, wiring and final functional testing. Awarded vendor is responsible for providing all lifts, ladders and other equipment required to perform necessary work. District is not responsible for any part of work unless stated in writing before work is to begin. Awarded vendor will provide manufactures spec sheets (cut Sheets) for all equipment to be installed to be approved by District before work begins.

## Contractor's Proposed Schedule

1. The contractor's proposal shall include a detailed project schedule indicating and detailing any proposed early start work and when, the proposed substantial completion date, proposed final completion date.
2. The contractor's schedule and approach will be a factor in the selection and award of the contract.

Substantial Completion - In addition to the general terms and conditions, substantial completion shall be defined to mean that all auditorium life safety systems (emergency lights, exit signs, fire alarm) shall be operational and the auditorium made safe and free from construction debris or materials. As a minimum, the house lighting shall be operational and available. The house lighting dimming and controls shall be operational.

Final Completion - Final completion shall be defined to mean all auditorium life safety systems (emergency lights, exit signs, fire alarm) shall be operational and the auditorium made safe and free from construction debris or materials. The project shall be complete, including all punch list items, testing, adjustments, training, as-builds, and closeout documentation. The contractor shall be off site.

## Existing Conditions

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

## Proposed RFP Schedule

Listed below are the dates and time by which stated actions must be taken or completed. If A+ Charter Schools determines, in its sole discretion, that it is necessary to change any of these dates and times, A+ Charter Schools may issue an addendum to the RFP. All listed times are central standard times.

| Date/Time   | Action   |
|---|--|
| September 29, 2021  | Reposted RFP release date                      |
| October 4, 2021, 2:30 p.m.<br>October 5, 2021, 10:30 a.m. | Pre-Bid Meetings and Walk Through              |
| October 6, 2021, 3:00 p.m.                                | Cut-off for Clarifying Questions               |
| October 13, 2021 (no later than)                          | Clarifying Questions Answers/Amendments Posted |
| October 19, 2021, 3:00 p.m.                               | Proposals Due                                  |
| October 21, 2021, 3:00 p.m.                               | Proposals will be read                         |
| November 10, 2021   | Tentative – Work Begins                        |
| January 1, 2021   | Install Complete                               |

## Addenda

All questions shall be emailed to [troy.chambers@aplus-cs.org](mailto:troy.chambers@aplus-cs.org) no later than 3:00 pm October 6, 2021. All questions that arise that require an addendum will be posted to A+ Charter Schools website at [A+ Charter Schools Bid Proposals page](#) no later than October 13, 2021.

A+ Charter Schools will not be responsible for any other explanations or interpretations. A+ Charter Schools reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. A+ Charter Schools reserves the right to reject any or all proposals and waive technicalities and informalities.

## Taxes

A+ Charter Schools is a tax-exempt organization. A copy of A+ Charter Schools tax-exempt form will be furnished.

## Insurance

Prior to the commencement of work, the vendor shall furnish to the owner a certificate of insurance showing compliance with the following limitations. The vendor agrees to comply with the provisions of Worker's Compensation laws of the state of Texas.

The vendor further shall maintain such other insurance (with limits as shown below) as shall protect the vendor and the owner from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and bidder shall furnish the owner with certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by vendor.

Below are listed the insurance coverage which must be procured by the vendor at the vendor's expense. The vendor agrees to follow instructions indicated in each case.

**Proof of current Workers' Compensation.** The Bidder shall be required at all times during the term of this agreement to subscribe and comply with applicable Workers' Compensation laws and to hold harmless A+ Charter Schools and its authorized agents from any and all liability from or under said act.

|   |                                 |
|---|---------------------------------|
| EACH OCCURRENCE                         | \$1,000,000                     |
| PERSONAL/ADVERTISING INJURY             | \$1,000,000                     |
| PRODUCTS/COMPLETED OPERATIONS AGGREGATE | \$2,000,000                     |
| GENERAL AGGREGATE                       | \$2,000,000                     |
| FIRE DAMAGE                             | \$100,000 ANY 1 FIRE            |
| MEDICAL EXPENSE                         | \$5,000 - \$10,000 ANY 1 PERSON |

**Certificate of insurance with A+ Charter Schools listed as additional insured must be sent to the owner prior to commencement.**

Insurance must be written by a company licensed to do business in the State of Texas.

### **Statement of Vendor Qualifications**

As part of the proposal, the vendor must complete the attached "Statement of Vendor Qualifications" before awarding of contract, to demonstrate to the complete satisfaction of A+ Charter Schools, that the vendor has the necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; that the Vendor has had experience in work of the same or similar nature; and that the Vendor has past history and references which will assure A+ Charter Schools of the Vendor's qualifications for executing the work.

### **Governing Laws**

All proposals and related documents submitted to A+ Charter Schools by Vendors are governed under the laws of the State of Texas and local ordinances, policies and regulations.

### **Proposal Form and Format**

Proposal should be submitted in the format specified within this document, contain information required by the RFP, and submitted via email or in a sealed envelope addressed to:

A+ Charter Schools  
Attn: Brian Francis  
8225 Bruton Rd  
Dallas, Texas 75217  
[Brian.francis@aplus-cs.org](mailto:Brian.francis@aplus-cs.org)

### **Deviations**

Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that items/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by A+ Charter Schools as being the lower price, unless the bidder requested in writing a correction or withdrawal of proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due date at the place designated for receipt of proposal is late. No late proposal, late modification, or late withdrawal will be considered. A+

Charter Schools reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals, as well as, to accept in whole or in part, such proposal(s) where it deems it advisable in protection of the best interest of A+ Charter Schools. The District will be the sole judge as to whether proposals submitted meet all requirements contained in the solicitation.

### **Affidavits**

Before acceptance of the proposal by A+ Charter Schools, the Vendor will be required to furnish affidavits on the enclosed forms.

### **Withdrawal of Proposal**

A proposal cannot be withdrawn after it is filed, unless(a) the Vendor makes a request in writing to A+ Charter Schools prior to the time set for opening of proposals, or (b) A+ Charter Schools fails to accept a bid within thirty (30) days after bid opening date.

### **Award of Contract**

Award of contract will be made to the most responsive/responsible bidder meeting the requirement of A+ Charter Schools within 30 days of the bid opening date. This solicitation does not commit A+ Charter Schools to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. A+ Charter Schools may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of A+ Charter Schools.

### **Award Form**

Upon RFP award, A+ Charter Schools and vendor will have a signed formed prior to any work being started.

### **Change Orders**

The owner will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by A+ Charter Schools before such work is begun.

### **Indemnification**

The Vendor agrees to hold A+ Charter Schools harmless and to indemnify A+ Charter Schools from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property (regardless of who the owner of the property may be) of any place in which work is located arising out of or suffered through any act or omission of the Vendor or subcontractor.

### **Payment Terms & Conditions**

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. District review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered and approved by the Superintendent or designee.

It is the intention of the A+ Charter School, Inc. to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the District until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with District Purchasing procedures, unless this provision is waived by the District.

**Liquidated Damages**

Liquidated damages in the amount of \$100.00 per day from each calendar day after the project completion timeline will be charged to the contractor. Nevertheless, A+ Charter Schools will consider reasonable requests associated with delays.

**Clean Up Site**

All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.



# PROPOSAL FORM

**DUE NO LATER THAN 3:00 PM on October 19, 2021**

Name of Vendor \_\_\_\_\_

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal for A+ Charter Schools, any addenda, and conditions affecting the work, the undersigned proposes to provide the required materials, services, warranties, and delivery of specified in the attached proposal for the total sum not to exceed:

**TOTAL \$** \_\_\_\_\_

Voluntary Alternate:

Voluntary alternate is allowed and may be considered at the discretion of the owner. For the voluntary alternate, provide a brief written description and attach additional information as required to fully describe intent. All alternate shall be completely inclusive.

1. \_\_\_\_\_

Description

Add / Deduct (circle one)     \$ \_\_\_\_\_

Respectfully Submitted,

Name of Firm: \_\_\_\_\_

Address of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name Title: \_\_\_\_\_

Name and Title of Vendor's Representative who will service contract and contact information:

\_\_\_\_\_

# STATEMENT OF VENDOR'S QUALIFICATIONS

Name of Vendor \_\_\_\_\_

Please Provide Three References

## REFERENCE 1

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

AFFILIATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

## REFERENCE 2

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

AFFILIATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

## REFERENCE 3

NAME: \_\_\_\_\_

ORGANIZATION: \_\_\_\_\_

TITLE: \_\_\_\_\_

AFFILIATION: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

## FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

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 of the contract."

I, 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.

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED OFFICIAL'S NAME (PRINTED):** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

of a felony: Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

**Signature of Company Official:** \_\_\_\_\_

## CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code went into effect which requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Business Office of the A+ Charter School, Inc. not less than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement to be filed.

A recent amendment to this state law that went into effect on September 1, 2007 now allows for two changes to the original statute:

1. The Conflict of Interest Questionnaire only needs to be filled out and returned with your bid if you or your company are aware of a conflict, and,
2. If the amount of the conflict exceeds \$2,500

It is the responsibility of every vendor filling out and returning this bid to determine if there is a conflict meeting the parameters listed above. If so, **A+ Charter Schools, Inc. requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict, or if the amount of the conflict is less than \$2,500, then you are not required to submit the Questionnaire with your bid.

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

# 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

**HOLD HARMLESS CLAUSE**

\_\_\_\_\_ **(Company name)** agrees to indemnify and hold harmless A+ Charter Schools, its agents and employees or any other person against loss or expense including attorney's fees, by reason of the liability imposed by law upon A+ Charter Schools, except in cases of A+ Charter Schools sole negligence, for damage because of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damages to property are due or claim to be due to any passive negligence of A+ Charter Schools, its agents or employees or any other person. It is further understood and agreed that \_\_\_\_\_ **(company name)** shall, at the option of A+ Charter Schools defend A+ Charter Schools with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

**Owner Signature** \_\_\_\_\_

## PROPOSAL CHECKLIST

NAME OF VENDOR \_\_\_\_\_

### REQUIRED TO COMPLETE AND INCLUDE WITH PROPOSAL

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**PROPOSAL PACKAGE MUST INCLUDE ONE ORIGINAL AND THREE COPIES, PLUS ONE ELECTRONIC COPY – IN ONE PDF FILE, OF THE FOLLOWING ITEMS IN THE ORDER SPECIFIED:**

- \_\_\_\_ 1. SIGNED PROPOSAL CHECKLIST
- \_\_\_\_ 2. SIGNED PROPOSAL FORM
- \_\_\_\_ 3. COMPLETED STATEMENT OF VENDOR'S QUALIFICATIONS
- \_\_\_\_ 4. SIGNED INDEMNIFICATION STATEMENT
- \_\_\_\_ 5. PROPOSED WORK SCHEDULE
- \_\_\_\_ 6. FELONY CONVICTION NOTICE
- \_\_\_\_ 7. CONFLICT OF INTEREST
- \_\_\_\_ 8. WARRANTY INFORMATION

SIGNATURE \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

DATE \_\_\_\_\_