



**REQUEST FOR PROPOSALS  
FOR  
TEXAS STATE UNIVERSITY  
SAN MARCOS, TEXAS**

MEMBER THE TEXAS STATE UNIVERSITY SYSTEM

**Fireworks & Special Effects  
RFP NO.: 754-TXST-2026-RFP-491-ATH**

**ALL PROPOSALS MUST BE RECEIVED BY:  
July 3, 2026, at 5:00 PM (Central Daylight Time)**

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**REQUEST FOR PROPOSALS FOR  
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**SECTION I – GENERAL INFORMATION & REQUIREMENTS**

- 1.1. **GENERAL INFORMATION:** Texas State University (“TXST”, “University”) is requesting competitive proposals for selection of one or more responsive and responsible individuals or firms to provide fireworks, pyro and other special effects as further described in ATTACHMENT A – SCOPE OF SERVICES. This Request for Proposal (RFP) sets forth at a minimum, the specifications, terms, conditions, and requirements to be considered for this solicitation. TXST will select the Proposal(s) that offers the “best value” based on the published selection criteria and on its ranking evaluation of submitted proposals. Prospective entities submitting their proposals in response to this solicitation are called “Respondents” herein.
- 1.1.1. Texas Law authorizes Institutions of Higher Education (defined by Section 61.003, Education Code) to use group purchasing procurement methods (Section 51.9335, Education Code).
- Other Institutions of Higher Education may enter into a Contract with the successful Respondent(s) for the purchase of the services described herein based on the terms, conditions, and prices, offered by the successful Respondent for the duration of the Contract. These Institutions of Higher Education will issue their own purchase orders, will directly receive goods or services at their place of business, and will be directly billed by the successful Respondent.
- 1.2. **PERFORMANCE PERIOD/OPTION TO EXTEND TERM:** The initial contract term shall be for two year(s), beginning on or before September 1. TXST may renew the contract: for up to three additional one-year terms. Notice of renewal to be issued in writing at least thirty (30) days prior to the end of the current performance period. The total duration of the contract, including the exercise of renewals, shall not exceed five consecutive years.
- 1.3. **TYPE OF CONTRACT:** Any Agreement or Contractual arrangement resulting from this Solicitation will be in the form of the University’s Standard Contract, a sample copy of which is attached. AFTER REVIEW OF THE ATTACHED SAMPLE CONTRACT BY ALL INTERESTED PARTIES, ANY EXCEPTIONS TO ANY OF THE TERMS AND CONDITIONS OF ANY AGREEMENT OR CONTRACTUAL ARRANGEMENT RESULTING FROM THIS SOLICITATION, SHALL BE COMMUNICATED AT THE TIME OF THE RESPONSE SUBMISSION CITING THE EXCEPTION(S). NO EXCEPTIONS TO ANY TERMS AND CONDITIONS WILL BE CONSIDERED AFTER THE SUBMITTAL DUE DATE AND TIME.
- 1.4. **SUBMISSION DEADLINE:** Responses to this RFP shall be submitted on or before **July 3, 2026, at 5:00 pm** (C.D.T.).
- 1.4.1 An optional non-mandatory pre-proposal conference will be held at the time and location described below. Failure to attend shall not excuse any Respondent from the requirements of this Solicitation or any formal issued addenda that resulted from this conference.

On June 24, 2026 from 10:00 am – 11:00 am C.D.T. online via TEAMS.

- Please RSVP to [athletics@txstate.edu](mailto:athletics@txstate.edu), no later than noon June 23, 2026 at 10:00 am and include names and titles, of the individuals who will be attending.

- It is strongly recommended that the team that will be assigned to this project attend this pre-proposal meeting.

**Pre-Proposal Conference – Fireworks (Microsoft Teams Meeting)**

Link to the meeting: <https://teams.microsoft.com/meet/256149250070911?p=KXo8EA92YjaSgowQcx>

- Meeting ID: 256 149 250 070 911
- Passcode: z3KZ6EA2

- 1.5. **PARKING PERMIT REQUIREMENTS:** There is no free parking on any Texas State University campus. The successful Respondent(s) will be required to purchase a parking pass for each vehicle that is parked on campus. Vehicles illegally parked on campus may be subject to ticketing, immobilization (booting), and towing at the vehicle owner's expense. Parking permit fees may be viewed at <https://www.parking.txstate.edu/construction.html>.
- 1.6. **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued formally by TXST as a written addendum. Addenda, if required, will be issued by TXST via the e-Procurement System. It is the responsibility of all Respondents to check the status of formal addenda before the submission deadline and to obtain this information in a timely manner. All such addenda issued by TXST before the submittals are due shall be acknowledged by Respondents via the Execution of Offer, and incorporated into their response to this RFP.
- 1.7. **VALIDITY PERIOD:** Each proposal will state that it will remain valid for a minimum of 120 days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays.
- 1.8. **CONTRACT AWARD PROCESS:** The University will evaluate and rank each Proposal with respect to the "Best Value" selection criteria contained in this Solicitation. After reviewing and evaluations, an award(s) may be made based on the Proposals initially submitted, without discussion, clarification, or modification; or, the University may negotiate with the selected Respondent, offers for cost reduction and other elements of the Proposal. If the University determines that it is unable to reach an agreement satisfactory to the University with the selected Respondent(s), then the University will terminate discussions with the selected Respondent(s) and proceed to the next Respondent in order of selection ranking until an agreement is reached or the University has rejected all Proposals.
  - 1.8.1 The University reserves the right to divide the Project into multiple parts, reject or accept any and all responses, temporarily or permanently abandon the Project, make no award, waive minor process irregularities, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. The University makes no representations, written or oral, that it will enter into any form of Agreement or Contract for any Project with any Respondent to this Solicitation and no such representation is intended or should be construed by the issuance of this Solicitation.
  - 1.8.2 The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.
  - 1.8.3 Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this Solicitation process shall be at the sole risk and responsibility of the Respondent. Respondents submit Proposals at their own risk and expense.

1.9. **EVALUATION CRITERIA WEIGHTED VALUES:** Criteria upon which Proposals will be evaluated for best value” are the following:

- Qualifications and references                      70%
  - 10%    Respondent’s qualifications and background
  - 10%    Respondent’s Past Performance on Representative Projects
  - 25%    Respondent's Methodology Including Technical Approach & Understanding of the Scope of Work
  - 25%    Requirements and Specifications
- Pricing and Delivery Proposal                      30%

1.10. **AWARD NOTIFICATION:** All Respondents will be notified of the award to include the awardee, via the e-Procurement System and posted to the university web site at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TexasState>.

1.11. **PROPOSAL EVALUATION:** By submitting a Proposal in response to this Solicitation, Respondent accepts the evaluation criteria and methodology, process and acknowledges and accepts that determination of the “best value” proposal(s) will require some subjective judgments by the University.

The process for evaluating and ranking responses to this Solicitation is as follows:

1.11.1 Initial Evaluation

- Administrative Review

The University will review responses to determine if mandatory requirements are met and to verify that the Proposals meet administrative requirements. Compliant responses will be approved for subsequent evaluation steps.

- Qualifications Evaluation

The Evaluation Committee members will review and rank qualifications responses, without consideration of cost, from best to least qualified. The Evaluation Committee will use detailed evaluation and pre-determined weighting guidelines to carefully review and assign a score to each section of each response. Upon completion of the qualifications evaluation and scoring, the next step of this evaluation will be performed.

- Pricing and Delivery Proposal Evaluation

Pricing and Delivery Proposals will be reviewed by Evaluation Committee members. Scores for cost will be based on pre-determined guidelines and weightings. These scores will be added to those assigned in the Initial Ranking process.

- Reference Checks, Clarification, and Product Demonstration and Presentation

The University may perform reference checks and seek further information, as needed, from all Respondents whose responses TXST, at its discretion, considers viable, based on the Initial Evaluation and scoring. Respondents may be asked to discuss their responses or provide written clarification. The University reserves the right to conduct independent investigations and reference checks in its effort to select the Respondent(s), which is best qualified, responsible, and responsive to this Solicitation’s requirements.

All Respondents selected for further consideration may be asked to present their responses. The conduct, content and extent of such discussions and demonstrations are a matter of the

University's "Best Value" determination, based on the particulars of the selected Respondents.

- In the course of seeking additional information, the University will:
  - a. Control all discussions;
  - b. Attempt to resolve any uncertainties concerning a Respondent's submittal;
  - c. Attempt to resolve any suspected mistakes by calling them to a Respondent's attention as specifically as possible without disclosing information concerning other Respondent's responses or confidential aspects of the evaluation process;
  - d. Provide the Respondents a reasonable opportunity to submit any technical, cost, or other revisions to its response that may result from discussions.

#### 1.11.2 Best and Final Offers (BAFO)

The University may choose to request a written "Best and Final Offer" to one or more Respondents determined, in the sole opinion of the University, as a potential "best value". The request will also include general instructions to, and questions for, all BAFO participants, as well as a list of issues, concerns and/or requests for additional clarification including, but not limited to functional capabilities, cost, contractual gaps, and other Respondent-specific issues unique to each BAFO participant.

The objectives of the Request for BAFO include obtaining:

- a. The best price for requested Work;
- b. Changes to Proposals to better align them with university requirements for the Work;
- c. Clarifications where initial Proposals were deemed ambiguous or confusing by the Evaluation Committee;
- d. Changes to the proposed approach or timing to the extent deemed necessary by the University; and
- e. Changes to or more information about proposed project personnel.

#### 1.11.3 Final Evaluation

The University intends to make the contract award to the Respondent(s) whose response best meets the evaluation criteria and reflects the "best value" to the University.

In determining "best value", the Evaluation Committee will be instructed to consider all information contained in the initial responses; the initial evaluation; BAFO responses (if necessary); and information obtained from references, site visits, Respondent presentations and or demonstrations, and any other information obtained during this procurement solicitation process.

- 1.12. **PAYMENT TERMS:** University will pay for Work performed under any Agreement or Contractual arrangement resulting from the Solicitation "net 30" days in accordance with Texas Government Code, Section §2251.021. Alternate payment terms may be proposed by a Respondent, but the University reserves the right to reject the terms if determined not to be in its best interests.

- The amount due to the successful Respondent(s) will be paid upon receipt of a valid invoice.
- **The purchase order number must be on the invoice(s), or the invoice(s) will be returned to your company for revision, which will delay payment.**

- 1.13. **SALES AND USE TAXES:** Purchases made for State use are exempt from the State of Texas Sales tax and Federal Excise tax, per Texas Tax Code, Section §151.309. Do not include tax in the proposal.

- 1.14. **VETERAN HEROES UNITED IN BUSINESS SUBMITTAL REQUIREMENTS:** All agencies of the State of Texas are required to make a "good faith effort" to assist Veteran Heroes United in Business (VetHUB) in receiving their fair share of Contract or Subcontract awards. The goal of the VetHUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Agreement or Contractual arrangement resulting from this Solicitation, Respondent subcontracts any of the Services then, Respondent must make a good faith effort to utilize State of Texas certified VetHUBs.

1.14.1 Proposals that fail to comply with the subcontracting requirements contained in this Solicitation will constitute a **material failure to comply with RFP Specifications** and may be rejected by the University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any Agreement or Contractual arrangement resulting from this Solicitation. Respondent acknowledges that, if selected by the University, its obligation to make a good faith effort to utilize VetHUBs when subcontracting any of the Services will continue throughout the term of all Agreements or Contractual arrangements resulting from this Solicitation. Furthermore, any subcontracting of the Services by the successful Respondent(s) is subject to review by the University to ensure compliance with the VetHUB program requirements.

1.14.2 If the University determines that subcontracting opportunities are probable, then a Subcontracting Plan is a required element of the response to this Solicitation. Respondents that fail to do so may be considered non-responsive to this Solicitation in accordance with Section §2161.252, Government Code.

1.14.3 The University has determined that subcontracting opportunities are probable in connection with this Procurement Solicitation. Therefore, a Subcontracting Plan is required as a part of the Respondent's Proposal. The Respondent shall develop and administer a Subcontracting Plan as a part of the Respondent's Proposals.

Proposals over \$100,000 (including initial award and all potential option/extension periods) submitted without a Subcontracting Plan may not be considered for award.

1.14.4 For information regarding the proper preparation of the Subcontracting Plan or any aspect of the University's VetHUB Outreach Program, contact:

Mr. Damien Dalton-Nanez  
VetHUB Specialist  
512-245-2521  
[hub@txstate.edu](mailto:hub@txstate.edu)

For additional information on the State of Texas VetHUB program, visit  
<https://comptroller.texas.gov/purchasing/vendor/hub/>

- 1.15. **WITHDRAWAL:** Any proposal may be withdrawn prior to the date and time set for receipt of proposals. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of 120 days, to provide the services set forth in the specifications, or until a selection has been made by TXST.
- 1.16. **TIE PROPOSALS:** Awards will be made in accordance with Title 34, Part 1, Chapter 20, Subchapter D, Division 2, §20.306 (preferences).
- 1.17. **EXECUTION OF OFFER:** Complete, sign, and return the Execution of Offer as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Failure to sign and upload the Execution of Offer may result in the rejection of the proposal.
- 1.18. **RESPONDENT QUESTIONS:** Questions regarding the RFP must be submitted by June 26, 2026, at 5:00

p.m. (C.D.T.), to submit written questions for clarification of the proposal. Questions will be asked and answered via the Q&A section in the e-Procurement System.

- Questions regarding the e-Procurement System and how to submit a response, contact the e-Procurement help desk (Jaggaer) at 800.233.1121
- For all other questions, email [purchasing@txstate.edu](mailto:purchasing@txstate.edu) or 512.245.2521.
- The Respondent is **solely responsible** to ensure that all Pre-requisites, Supplier Attachments, and any other instructions as directed/required have been completed and uploaded into the e-Procurement System. The proposal may be viewed, changed, or withdrawn at any time prior to the closing date and time. After the submittal due date and time has closed you may not withdraw or change your submission.

- 1.19. **CONDITIONAL CLAUSES:** Proposals that are qualified with conditional clauses; alter, modify, or revise this RFP in any way; or contain irregularities of any kind; are subject to disqualification by TXST, at its option.
- 1.20. **UNACCEPTABLE PROPOSAL DELIVERY METHODS:** The University will not accept proposals submitted by telephone, facsimile (fax) transmission, hand delivered, mailed, electronic submission (e-mail disk, CD-ROM, etc.), or any other method, other than through the e-Procurement System.



## SECTION II –PROPOSAL COMPONENTS

- 2.1 The following documents are required as part of your proposal response. Failure to provide these documents will be basis for response disqualification.

Qualification Criteria Responses  
Pricing Proposal  
Signed Execution of Offer  
Non-Collusion Affidavit  
Subcontracting Plan

- 2.2 If it is later determined after award that this procurement includes any kind of software, desktop application or cloud storage, the below documents may become a requirement of contracting:

Information Security and Accessibility Standards Exhibit (TX Ramp)  
HECVAT  
VPAT  
Data Diagram  
PCI Compliance (if using credit card services).

- 2.3 All electronic documents must be in either Microsoft Office software or Adobe portable Document (PDF) format. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif.

- 2.4 **Only Proposals submitted through the electronic bidding system will be reviewed.**

- 2.5 The Proposal must be complete and signed in the firm's name or corporate name of the Respondent and **must be properly and fully executed and signed by an authorized representative of the Respondent who has the authority to obligate the Firm in the event of an award.**

### SECTION III –REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Do not include any pricing information in any of your responses to the criterion below. The pricing and delivery proposal must be separate from the qualification responses.

**INCLUDING ANY PRICING INFORMATION IN YOUR QUALIFICATIONS PACKAGE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

Address the following questions and upload your qualifications proposal.

#### 3.1. **CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE THE SERVICES:**

Provide the following information on your firm for the past five fiscal years:

- a. Revenues
  - Annual revenue totals and percent change per year
- b. Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.
- c. Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the University.
- d. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- e. Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between your firm and any Texas State University employee, officer, or Regent? If so, please explain.

#### 3.2. **CRITERION TWO: RESPONDENT’S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS:**

References shall be considered relevant based on specific project participation and experience with the Respondent. The University may contact references during any part of this process. The University reserves the right to contact any other references at any time during the Solicitation process.

- a. Identify and describe past experience for providing services that are MOST RELATED TO THIS PROJECT within the last five years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed (Maximum of five Projects):
- b. Project name, location, and description
- c. References (for each project listed above, identify the following):
- d. The Owner’s name and representative who served as the day-to-day liaison during the project, including telephone number and/or email address
- e. Length of business relationship with the Owner
- f. Provide reference letters from three Owners identified in e. above that describe your response to and performance on services

3.3. **CRITERION THREE: RESPONDENT'S METHODOLOGY INCLUDING TECHNICAL APPROACH AND UNDERSTANDING OF THE SCOPE OF WORK:**

- a. Provide a brief statement of the service approach for each of the required services identified in ATTACHMENT A – SCOPE OF SERVICES and any unique benefits the University will gain from contracting with successful Respondents' firm.
- b. Describe how your company will address any noted deficiencies in the service performance and your problem escalation policy.

3.4. **CRITERION FOUR: PROJECT SPECIFIC INFORMATION:**

Provide the following:

- a. Specific product details and specifications
- b. Specify operational plan of units and elements in the plan
- c. Provide a compliance plan with all regulatory requirements whether they are federal, state, or local regulations.
- d. Describe your quality control processes
- e. Provide an organizational chart and a brief résumé for each of the proposed key personnel, focusing on relevant experience, and list the assigned function of each key person as it relates to this RFP. Provide information related to previous projects. Also include a statement describing the firm's commitment of the individuals proposed to perform the requested services. List any state or national professional organizations the firm is a member of or actively involved with as well as any pertinent licenses.

**SECTION IV – INSURANCE REQUIREMENTS**

- 5.1 Contractor, consistent with its status as an independent Proposer will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A- or better, and in amounts not less than the following minimum limits of coverage:
- 5.1.1 Workers’ Compensation Insurance coverage for each of the successful Respondent’s employees employed on this project. The successful Respondent(s) must meet the statutory requirements of the Texas Labor Code Chapter§401; and
- 5.1.2 Contractor's Public Liability and Property Damage Insurance limits of not less than:
- |  |             |
|--|-------------|
| Bodily Injuries (including accidental death) | \$2,000,000 |
| Per Occurrence                               | \$2,000,000 |
| Property Damage                              | \$2,000,000 |
- 5.1.3 Commercial General Liability Insurance with limits of not less than:
- |  |             |
|--|-------------|
| Per Occurrence                               | \$2,000,000 |
| Bodily Injuries (including accidental death) | \$2,000,000 |
| Property Damage                              | \$2,000,000 |
- The required commercial general liability policy will be issued on a form that insures Respondent’s and its Co-Respondent’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Contract.
- 5.1.4 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles,with limits of not less than:
- |  |             |
|--|-------------|
| Per Occurrence                               | \$2,000,000 |
| Bodily Injuries (including accidental death) | \$2,000,000 |
| Property Damage                              | \$2,000,000 |
- 5.2 The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives; and agents will be named as additional insureds under the policy and provide The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.
- 5.3 This insurance shall not be canceled, materially changed, or non-renewed until after thirty-days prior written notice has been given to the University.
- 5.4 It is agreed that the successful Respondent’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by the University for liability arising out of operations under the any Agreement or Contractual arrangement resulting from this Solicitation with the University.
- 5.5 The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.
- 5.6 Without limiting any of the other obligations or liabilities of the successful Respondent, the successful Respondent(s) shall require each Subcontractor performing work under any Agreement or Contractual

arrangement resulting from this Solicitation, at the Subcontractor's own expense, to maintain during the term of any Agreement or Contractual arrangement resulting from this Solicitation, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the successful Respondent(s) may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The successful Respondent's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that the successful Respondent(s) agrees to provide Workers' Compensation for the Subcontractors and their Employees. The successful Respondent(s) shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The successful Respondent(s) must retain the certificates of insurance for the duration of any Agreement or Contractual arrangement resulting from this Solicitation plus five years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The University shall be entitled, upon request and without expense, to receive copies of these certificates.

## ATTACHMENT A – SCOPE OF SERVICES

Provide fireworks, pyrotechnic displays, and related special visual effects for Texas State University football games and other special events, including events held at the University Events Center for Texas State volleyball and basketball games.

The vendor shall provide planning, materials, equipment, labor, and operational support necessary to deliver high-quality visual effects for all Texas State football home games during the 2026 season. Year 1 currently includes seven scheduled home games, and Year 2 is expected to include support for a minimum of six home games.

The vendor shall propose a visual effects plan that enhances the overall fan experience during key in-game and event moments. The proposed plan should identify recommended display locations, areas of use, equipment placement, effect types, operational requirements, and any other elements necessary to deliver a safe and effective visual experience. At a minimum, the proposal should address visual effects for the following moments:

- Pre-game show
- Team introductions
- National Anthem
- Scoring moments
- Post-game activities
- Other recommended in-game or event enhancements

The University expects respondents to consider portability in their proposed solution, including whether equipment, materials, or visual effects components can be used across multiple venues, sports, and event types.