

**Eastland Independent School District
900 W. Plummer
Eastland, TX 76448**

**REQUEST FOR PROPOSAL
For Weight Room and Athletic Training Equipment**

The Eastland Independent School District (“District” and/or “Buyer”) is accepting proposals by mail or in person at 900 W. Plummer, Eastland, **Texas 76448**. Information regarding this RFP may be obtained by calling Jason Cochran, Superintendent of Schools at (254) 631-5120 or emailing him at jcochran@eastland.esc14.net.

Proposals will be received for this RFP **until 2:00 p.m. local time, on Tuesday, June 5, 2018**. Proposals will be opened and read aloud at such time.

Proposal envelopes must be plainly marked **“Proposal – For Weight Room and Athletic Training Equipment”** on the outside of the envelope, and addressed to:

**Jason Cochran, Superintendent of Schools
Eastland ISD
900 W. Plummer
Eastland, Texas 76448**

Proposers (also referred to as “vendors” / “sellers”) accept all responsibility for forwarding the properly marked, proposal to the address above within the specified time or it will be returned unopened. If the envelope does not reflect a return address, it will be opened for the sole purpose of obtaining the return address.

The Eastland Independent School District reserves the right to accept or reject any or all proposals in the best interest of the District and to waive any informalities or irregularities in the RFP process.

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GENERAL TERMS AND CONDITIONS

I. APPLICABILITY

These conditions are applicable and form a part of the contract documents for the service contract and a part of the terms of each purchase order for service included in the specifications and Proposal forms issues herewith.

II. FINALITY AND CORRECTNESS

All proposals shall be deemed final, conclusive, and irrevocable, and no offer shall be subject to correction or amendment for errors or miscalculations by the Proposer.

III. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn or amended until the date and time due, at which time they become the sole property of Eastland Independent School District.

No proposer may withdraw his Proposal for a period of 30 calendar days after the date set for opening thereof, and Proposals shall be subject to acceptance by the owner during this period.

IV. DISTRICT SPECIFICATIONS

The District has developed minimal standards as to the usage, materials, and contents based on its needs.

V. PROPOSALS SHALL BE SUBMITTED ON THESE FORMS

Deviations to the General Conditions and/or Specifications shall be conspicuously noted in writing by the Proposer and shall be included with the Proposal. In case of error in extension, unit price shall govern. Proposals received after the date and time of Proposal opening of the specified Proposal will not be considered. Proposals received without proper signature will not be accepted.

VI. METHODS OF DELIVER OF PROPOSAL

Faxed or emailed Proposals will be accepted by Eastland Independent School District since the procurement process does not require sealed proposals.

VII. QUESTIONS

Any questions concerning this Proposal shall be addressed to Jason Cochran, Superintendent of Schools, 900 W. Plummer, Eastland, **Texas 76448**, or via phone by calling Jason Cochran, Superintendent of Schools at (254) 631-5120 or emailing him at jcochran@eastland.esc14.net.

All submissions and questions are to be channeled through Jason Cochran.

- All questions must be received by 3pm on Friday, June 1, 2018.
- Questions will be answered by 3pm on Monday, June 5, 2018. Responses to questions will be posted in the form of an addendum to this RFP on the District's website. The vendors will be responsible for checking the District's website for any posted addenda.

VIII. EVALUATION CRITERIA

According to Board Policy CH (LEGAL), the District takes into account the following considerations:

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1. Purchase price.
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the District's needs.
5. The vendor's past relationship with the District, if any.
6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
7. The total long-term cost to the District to acquire the goods or services.
8. Ability to timely deliver and set up the goods to the District.

The District will evaluate the criteria using the following point system:

Evaluation Criteria	Point Value
1. Purchase price	40
2. The reputation of the vendor and of the vendor's goods and services.	10
3. The quality of the vendor's goods or services.	10
4. The extent to which the goods or services meet the District's needs.	20
5. The vendor's past relationship with the District, if any.	10
6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.	0
7. The total long-term cost to the District to acquire the goods or services.	5
8. Ability to timely deliver and set up goods	5
TOTAL	100

It is not the policy of Eastland Independent School District to purchase on the basis of low Proposals/price alone. The District reserves the right to accept or reject any or all offers, to waive any formalities and to accept the offer that is determined to be the best value to the District. By signing the Proposal, a Proposer affirms that, to the best of his/her knowledge, the Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain favoritism that would in any way limit competition or give them an unfair advantage over other Proposers in the award of this Proposal.

IX. CONTRACTS AND PURCHASE

The contract and purchase of **For Weight Room and Athletic Training Equipment** under this RFP will be put into effect by means of a purchase order executed by the District Business Office after the Proposal has been awarded. Orders may be submitted by email, fax or mail. No valid orders will be submitted without a District approved

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purchase order number. Any additional agreements/contracts to be signed by Eastland Independent School District shall be included with the Proposal.

The District's Standard Terms and Conditions for purchases are incorporated into every contract/purchase order.

X. AVAILABILITY OF FUNDS

The award of this contract is dependent on the availability of funding. In the event funds do not become available, the contract may be terminated or the scope amended. A thirty (30) day written notice will be given to the vendor, and there shall be no penalty incurred by Eastland Independent School District.

XI. PERSONAL INTEREST IN CONTRACT

Any Eastland Independent School District Board of Trustee who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain for further participation.

XII. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer or employee between Eastland Independent School District and the Proposer or between the District and the Proposer's employees. The District shall not be subject to any obligations or liabilities of the Proposer or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Proposer nor his employees shall be entitled to any of the benefits established for District employees and will not be covered by the District's Worker's Compensation Program.

XIII. INSURANCE AND INDEMNIFICATION

The Proposer agrees, in order to protect itself and the District under the indemnity provision set forth below, to at all times during the term of a contract awarded under this RFP to have and keep in force insurance policies that meet or exceed the limits acceptable to the District. Certificates of insurance showing such coverage shall be provided to the District prior to the effective date of any resulting contract (evidenced by a purchase order), and the District shall be named as an additional insured under the liability policy.

Indemnification: The Proposer agrees it shall defend, indemnify, and hold harmless the District, its officers, and its employees against any and all liability, loss, costs, damages, and expenses, including attorney's fees that the District, its officers, or its employees may hereafter sustain, incur, or be required to pay arising out of the negligent or intentional acts or omissions of the Proposer's officers or employees during the term of any contract resulting from this RFP.

XIV. INVOICE

The following rules apply to render an invoice for payment:

- Invoice will be accepted only for services/products that have been delivered and received.
- After delivery, mail invoices to Eastland Independent School District,

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Attn: Jason Cochran, Superintendent of Schools, 900 W. Plummer,
Eastland, Texas 76448.

- Invoice shall indicate the purchase order number, shall be itemized, and transportation charges, if any, shall be listed separately.
- Do not include Federal Excise, State or City Sales Tax.

XV. TAXES

Eastland Independent School District is exempt from all applicable Federal and State Tax. Tax exempt information will be furnished upon request.

XVI. VENUE

Both parties agree that venue for any litigation arising from this contract/purchase order shall lie in Eastland County, Texas.

XVII. DELIVERY

Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives, accepts and takes possession of the goods at the point or points of delivery.

F.O.B. Destination Freight Pre-paid unless terms are specified otherwise in proposal: Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal, or actual cost, whichever is lower.

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and the Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may make a conforming tender within the contract time but not afterward.

The place of delivery shall be set forth on the purchase order.

XVIII. WARRANTY

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

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business.

For breach or violation of this warranty, the Buyer shall have the right in addition to any

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other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

XIX. SAFETY WARRANTY

Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act ("OSHA") of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within fourteen (14) days, correction made by Buyer will be at Seller's expense.

XX. RIGHT OF INSPECTION

Buyer shall have the right to inspect the goods prior to acceptance of a proposal and again at delivery, prior to acceptance of same.

XXI. AWARDING OF CONTRACT

Awarding of contract can be voided if one or both of the following conditions exist; a) Merchandise which does not meet all specifications upon initial delivery to Eastland ISD, b) Delivery date is after the agreed upon delivery time frame established by Eastland ISD and Proposer.

INSTRUCTIONS TO PROPOSERS

SPECIFICATIONS

Project specifications and scope of work for this project is included in **Exhibit A**.

- Please provide the following information with your proposal:
 1. DEALER QUALIFICATIONS:

Please provide your company overview, including but not limited to the following information:

 - a) Number of years in business
 - b) Location
 - c) Ownership
 - d) Leadership
 - e) Proposed Project Team
 - f) Number of employees
 - g) Line List
 2. PROJECT EXPERIENCE:

Please provide information regarding three education projects the company has provided similar goods and set up services within the past 3 years – 2015 - 2018. The projects need to be a minimum of \$200,000 (sell) in product. Provide the following information for each project:

 - a) School
 - b) Project square footage and number of floors
 - c) Project Scope
 - d) Total cost of installed product (sell price)

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- e) Major product line(s) specified
- f) Project Images

- It is the goal of the district to limit the amount of vendors selected for this project and, ideally, have one vendor but multiple vendors will be considered. Please submit the entire package if possible.
- If the primary specification cannot be supplied by the company an equal substitute** should be proposed. The equal substitute must meet the materiality and options outlined in the specification. The equal substitute must be primarily manufactured in North America and warranty issues must be addressed immediately with either replacement of product or parts/labor on site in less than 30 days.

ALTERNATE PRODUCT LINES AND TYPICALS WILL BE CONSIDERED IN ADDITION TO, BUT NOT IN LIEU OF, THE BASE PROPOSAL REQUIREMENTS. EASTLAND ISD WILL DETERMINE IF ANY ALTERNATES OR SUBSTITUTES ARE CONSIDERED EQUAL. BE PREPARED TO PROVIDE SAMPLES OF SUBSTITUTIONS TO EASTLAND ISD IF REQUESTED. CORGAN OR EASTLAND ISD PROCUREMENT WILL CONTACT YOU.

- Submit cost and product information.
- Submit the typical bill of materials with unit list and sell costs. All freight, delivery, and installation costs should be included as a separate line item(s). Sales tax should be excluded.
- Submit all pdf warranty information for all products proposed. Be sure to indicate if parts and labor are included in the warranty.
- Submit timeframe for delivery and set up.

Seller is responsible for verification of all quantities of each item prior to presenting a proposal and prior to any order entry.

Seller is responsible for pricing each with all components necessary to complete the full set up.

Seller will coordinate installation with Superintendent of Schools or his designee. Including but not limited to:

- Identifying, advising, and/or verifying power locations in coordination with the equipment specified as applicable
- Coordinating locations and set up design of equipment/weight/training area
- Protecting the site from damage due to vehicles and/or installation
- Coordinating timing of delivery and set up of equipment

PROOF OF COMPETENCY OF PROPOSER

A Proposer may be required to furnish evidence satisfactory to the Owner that he has sufficient means and experience in the types of work called for to assure completion of the delivery and set up of the equipment in a satisfactory manner.

The following information **must also be returned** along with any other information that you feel would be of benefit to your proposal. **This information must be placed in a plainly marked envelope with RFP number and description.**

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Name of Company: _____

_____ Felony Conviction Notice

_____ Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

_____ References

_____ Proposal Form

_____ Fill out and submit the most recent Disclosure of Interested Parties,
Certificate of Interested Parties (Form 1295), which may be found at
<https://www.ethics.state.tx.us/forms/1295.pdf>.

_____ Conflict of Interest Questionnaire

_____ W-9

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FELONY CONVICTION NOTICE

Weight Room and Athletic Training Equipment

Eastland ISD

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), state "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".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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.

Company Name: _____

Printed Name/Title of Authorized Official: _____

Check only one of the following:

- My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- My firm is **NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____
(attach additional sheet if necessary)

Details of Conviction(s): _____
(attach additional sheet if necessary)

Signature of Company Official: _____

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THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

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AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST & ANTI-LOBBYING

**Weight Room and Athletic Training Equipment
Eastland ISD**

By submission of this Proposal, the undersigned certifies that:

1. Neither the Proposer nor any of Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Proposer or potential Proposer any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached Proposal or the Proposal of any other Proposer, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly the Eastland Independent School District Board of Trustees between Proposal submission date and award by the Eastland Independent School District Board of Trustees.

3. No officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Eastland Independent School District except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the Proposer as well as to any person signing on his/her behalf.

Signature/Title: _____

Printed Name: _____

Date: _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

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REFERENCES

**Weight Room and Athletic Training Equipment
Eastland ISD**

Proposal must include three references for whom your firm has provided similar products/services within the last three (3) years. Please include company name, name of contact person and telephone number of reference.

COMPANY NAME	CONTACT PERSON/TITLE PHONE NUMBER
_____	_____
_____	_____
_____	_____

Company Name: _____

Signature/Title: _____

Printed Name: _____

Date: _____

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PROPOSAL FORM

**Weight Room and Athletic Training Equipment
Eastland ISD**

Please provide a price proposal for each item described in this RFP package. *Proposer may attach additional pages or exhibits or provide such information on a CD or jump drive.*

<u>Item Description</u>	<u>Price</u>

_____	\$ _____

_____	\$ _____

_____	\$ _____

Pursuant to Texas Government Code Chapter 2270, Proposer represents and warrants to the District that the Proposer does not boycott Israel and will not boycott Israel during the term of This Agreement.

Proposer is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on any list prepared by the Texas Comptroller.

Company Name: _____

Signature/Title: _____

Printed Name: _____

Date: _____

Street Address _____

Mailing Address _____

Work Phone _____ Fax _____

E-mail _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL