



Request for Proposal

Athletic Supplies and Equipment RFP 2017-18

Due Date: Friday, April 14, 2017

Prior to: 1:00 p.m.

Prepared by:
Crowley Independent School District
512 Peach Street
Crowley, TX 76036

Terms and Instructions
Athletic Supplies and Equipment
2017-2018

The Crowley Independent School District is requesting sealed proposals for Athletic Supplies and Equipment for the 2017-18 school year. The specifications and instructions contained herein are intended to supply vendors with enough information to enable them to prepare a response to this RFP.

Sealed responses will be received at the office of Dwayne Jones, Executive Director of Business Services, 512 Peach Street, Crowley, TX 76036, until **1:00 p.m., Friday, April 14, 2017.**

The District reserves the right to accept or reject any and all bids, to waive any informality, to be the sole judge of quality and equality and award a contract in the best interest of the District.

Return bid forms ***WITH THE RETURN ENVELOPE CLEARLY MARKED*** to:

Crowley ISD
Attention: Dwayne Jones, Executive Director of Business Services
512 Peach Street
Crowley, TX 76036
Athletic Supplies & Equipment RFP
Due: 1:00 p.m., Friday, April, 14, 2017

Sealed proposals will be received in accordance with the attached specifications. The sealed envelope containing your proposal should be plainly marked with the information listed above.

PLEASE NOTE: Late responses WILL NOT be accepted.

BIDDER/PROPOSER IDENTIFICATION: *(Please print information clearly.)*

Firm Name: _____	Date: _____
Address: _____	Phone: _____
_____	Fax: _____
City/St/Zip: _____	Email: _____
You <u>MUST</u> sign the Bid/RFP Response Form on page 5 in order for your bid/RFP to be accepted.	

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SECTION I

BID/RFP RESPONSE CHECKLIST

To be considered a responsive Bid/RFP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections II and III, plus any/all attachments, must be completed with all requested information, **SIGNED** and **RETURNED** sealed in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFP date and time.

Please verify that the documents listed below have been completed, signed, and included in your bid/RFP prior to submittal. **Failure to return these documents may cause your bid/RFP to be rejected.**

- ☐ Completed – Cover Page (page 2)
- ☐ Completed – Bid/RFP Response Form – Form A (page 5)
- ☐ Completed – Deviation/Compliance – Form B (page 6)
- ☐ Completed – Non-Collusion Statement – Form C (page 7)
- ☐ Completed – Criminal Background Check and Felony Conviction Notification – Form D (pages 8-9)
- ☐ Completed – Nonresident Bidder’s Certification – Form E (page 10)
- ☐ Completed – Debarment or Suspension Certification – Form F (page 11)
- ☐ Completed – References – Form G (page 12)
- ☐ Completed – Form 1295 Disclosure of Interested Parties – (pages 15-22) *Please use Contract ID # “Ath Spply RFP 2017-18”
- ☐ Section II – Special Terms & Conditions/Bid Specifications (pages 23-24)
- ☐ Completed – Section III – Bid/RFP Pricing (page 25)
- ☐ Completed – Bid Pricing Form for Letter Jacket Vendors (page 26)

FORM A

BID/RFP RESPONSE FORM

The undersigned, in submitting this Bid/RFP and endorsement of same, represents that he/she is authorized to obligate his/her firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/RFP; that he/she will abide by all the policies and procedures of CISD; and that he/she has read this entire Bid/RFP package (Sections I through VII), is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ***ALL*** sections of this Bid/RFP.

SUBMITTED BY:

Firm: _____
(OFFICIAL Firm Name)

***MUST BE SIGNED IN INK TO BE
CONSIDERED RESPONSIVE***

By: _____
(Original Signature)

Name: _____
(Typed or Printed Name)

Title: _____
(Type or Printed Title) _____
(Date)

Contact
Representative: _____

Address: _____

City/ST/Zip: _____

Phone #: _____ Fax #: _____

Email: _____

Taxpayer Identification #: _____
***NOTE: Submit copy of Bidder's/
Proposer's current W-9 Form***

Prompt Payment Discount: _____ % _____ Days

I hereby acknowledge receipt of the following addenda which have been issued and incorporated into the Bid/RFP Document. (*Please initial in ink beside each addenda received.*)

Addendum No. 1 _____

Addendum No. 3 _____

Addendum No. 2 _____

Addendum No. 4 _____

FORM B

DEVIATION/COMPLIANCE SIGNATURE FORM

Company Name: _____

Address: _____

City/State/Zip: _____

Phone Number: _____ Fax #: _____

Email: _____

If the undersigned Bidder/Proposer intends to deviate from the Item(s) Specifications listed in this bid/RFP document, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid/RFP award decisions, and the District reserves the right to accept or reject any bid/RFP based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the Bidder/Proposer assures the District of his/her full compliance with the Terms and Conditions, Item Specifications, and all other information contained in this Bid/RFP document.

☐ No Deviation

☐ Yes Deviations

_____	_____
<i>Signature of Bidder/Proposer</i>	<i>Date Signed</i>

If yes is checked, please list below. Attach additional sheet(s) if needed.

FORM C

NON-COLLUSION STATEMENT

“The undersigned affirms that he/she is duly authorized to execute this bid/RFP, that this company, corporation, firm, partnership or individual has not prepared this bid/RFP in collusion with any other bidder/proposer, and that the contents of this bid/RFP as to prices, terms or conditions of said bid/RFP have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/RFP.”

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

Bidder Signature: _____

Printed Name: _____

Position/Title: _____ Date Signed: _____

Signature of Company Official Authorizing Bid/RFP: _____

Name of Company Official: (*Please type/print*) _____

Official Position: _____ Date Signed: _____

Firm hereby assigns to purchaser any and all claims for overcharges associated with this bid/RFP which arise under the antitrust laws of the United States, 15 USCA Section 1 and which arise under the antitrust laws of the State of Texas, Business and Commerce Code, Section 15.01.

FORM D

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Bidder/Proposer will obtain history record information that relates to an employee, applicant for employment, or agent of the Bidder/Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Bidder/Proposer certifies to the CISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Bidder/Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from CISD's property or other location where students are regularly present. CISD shall be the final decider of what constitutes a "location where students are regularly present." Bidder/Proposer's violation of this section shall constitute a substantial failure.

If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

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 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.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm's Name: _____

Authorized Company Official's Name: _____
(please print clearly or type)

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

Signature of Company Official: _____ Date: _____

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

Signature of Company Official: _____ Date: _____

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: _____ Date: _____

NOTE: Name and signature of company official should be the same as on the affidavit (Form C)

Vendor is responsible for the performance of the persons, employees and/or sub-contractors Vendor assigns to provide services for the Crowley ISD pursuant to this Bid/RFP on any and all Crowley ISD campuses or facilities. Vendor will not assign individuals to provide services at a Crowley ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Crowley ISD Purchasing Department.

FORM E

NONRESIDENT BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

Signature: _____

Printed Name: _____

.....

I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City and State: _____

Signature: _____

Printed Name: _____

FORM F

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

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

- (1) Certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Authorized Company Official's Name: _____
(*Typed or printed*)

Title of Authorized Representative: _____
(*Typed or printed*)

Signature of Authorized Company Official: _____

Date Signed: _____

FORM G

REFERENCES

1. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____

2. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____

3. Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Description of project or work completed: _____



INTERLOCAL AGREEMENT CLAUSE

Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you (the Vendor) checked yes, the following will apply:

Governmental entities utilizing Internal Governmental contracts with the Crowley Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Crowley Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Crowley Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com/INDEX.htm>.

Company Name:

(Typed or printed)

Title of Authorized Representative:

(Typed or printed)

Signature of Authorized Company Official:

Date Signed:

FORM I

VENDOR DATA FORM

How long has the company been in business? _____

1. For Purchase Orders: ORDERING ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

Does your company accept orders via email? Yes ☐

No ☐

If yes, what is the ordering email address? _____

2. For Payments: REMITTANCE ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

Contact Person: _____

Email: _____

3. For Bid Notifications: BID NOTICES ADDRESS INFORMATION

Company Name: _____

Address: _____

Business Phone: _____

Fax: _____

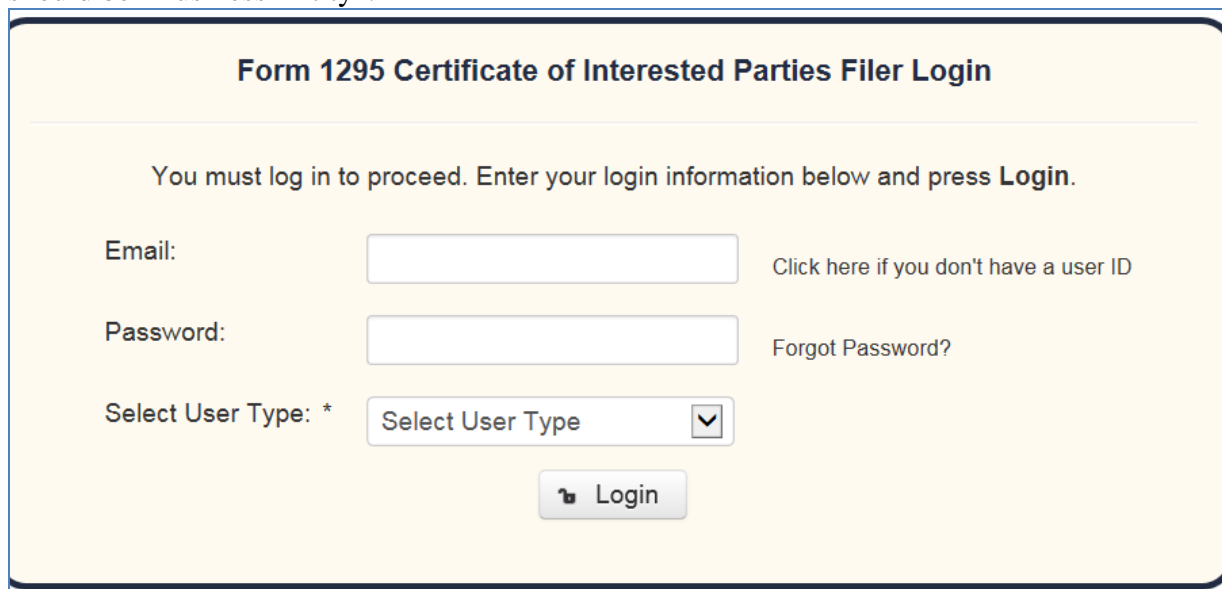
Contact Person: _____

Email: _____

FORM 1295 STEP BY STEP VENDOR GUIDE

First click on, “**Click here if you don’t have a user ID**”.

Create a unique password and your username will be your email address. The “Select User Type” below should be “Business Entity”.



Form 1295 Certificate of Interested Parties Filer Login

You must log in to proceed. Enter your login information below and press **Login**.

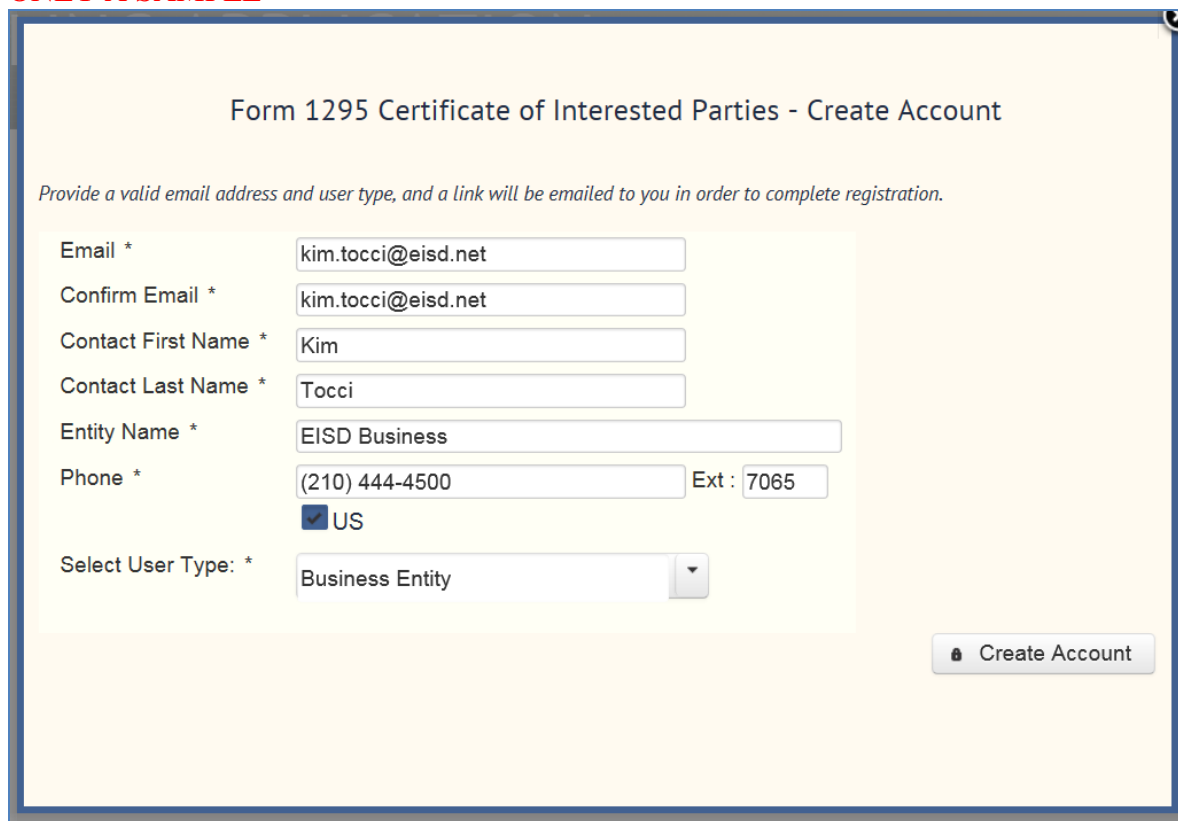
Email: [Click here if you don't have a user ID](#)

Password: [Forgot Password?](#)

Select User Type: * ▼

Below is a sample of completed account section for the Texas Ethics Commission website.

ONLY A SAMPLE



Form 1295 Certificate of Interested Parties - Create Account

Provide a valid email address and user type, and a link will be emailed to you in order to complete registration.

Email *

Confirm Email *

Contact First Name *

Contact Last Name *

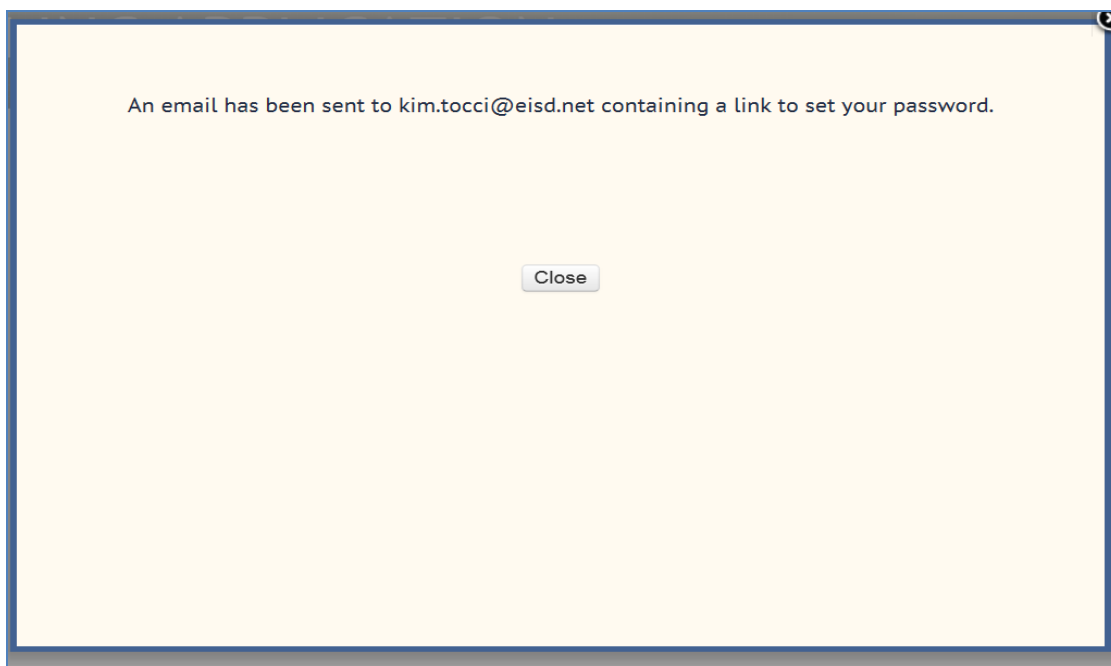
Entity Name *

Phone * Ext :

☒ US

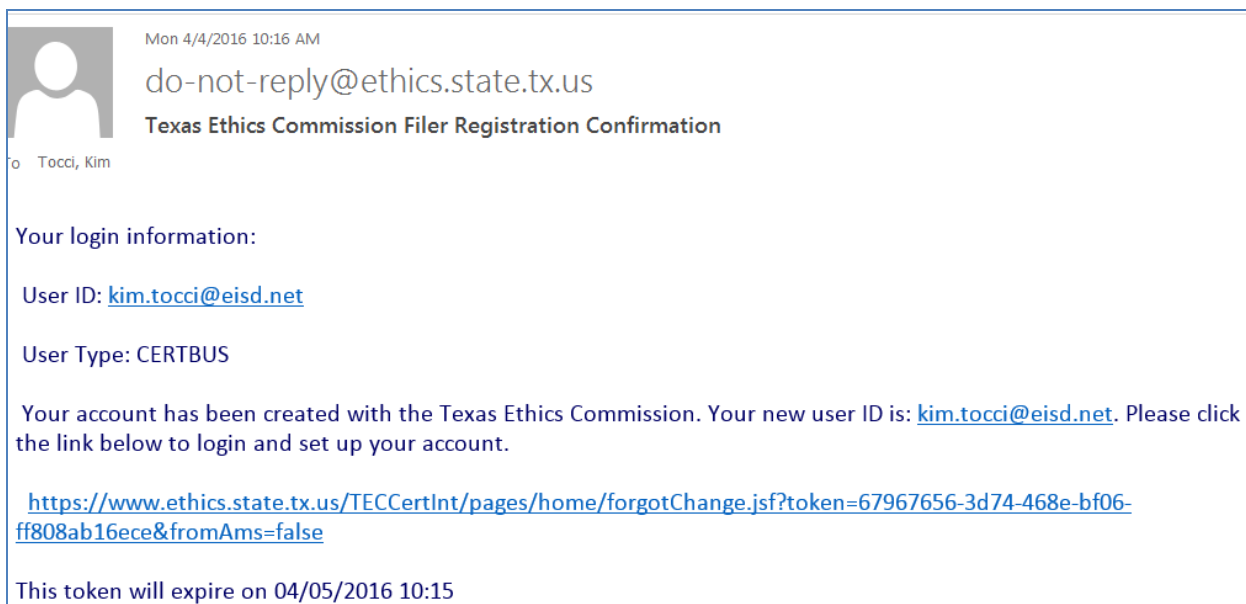
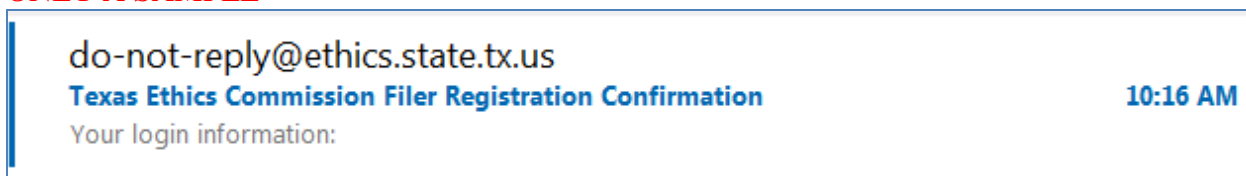
Select User Type: * ▼

The TEC website will send an automated email containing a link to set your password.



Below is a sample of the automated email.

ONLY A SAMPLE



When you click the link that was emailed to you; you will continue creating your business account with the Texas Ethics Commission.

Please enter your new password

Your password must contain 1 special character, 1 lowercase letter and must be at least 8 characters long. Special characters include !@#\$\$%^&*

Enter New Password *

Re-Enter New Password *

 Reset Password

Add a Security Question

Please fill out at least the first three security questions and answers.

1) Security Question: *

Answer: *

2) Security Question: *

Answer: *

3) Security Question: *


Answer: *

4) Security Question:

Answer:

5) Security Question:

Answer:

 Save

Continue creating your business account with the Texas Ethics Commission.

ONLY A SAMPLE

User Information
Name: EISD Business

Mailing Address:

Street: *

City : *

Country : * ▼

State: * ▼

Zip Code: *

Phone Number : * Ext : ☒ US

Primary Email: *

Click on the “Accept” button to accept the changes you have made to your business account.
ONLY A SAMPLE

User Information
Name: EISD Business

Mailing Address:

Street: 5358 W. Commerce

City, State, Zip Code, Country: San Antonio TX 78237 United States

Phone Number: (210) 444-4500 Ext:7065


Primary Email: kim.tocci@eisd.net


Accept Update

Once you have completed creating your business account you can access the Form 1295 by clicking on the icon, “Manage My 1295 Forms”.

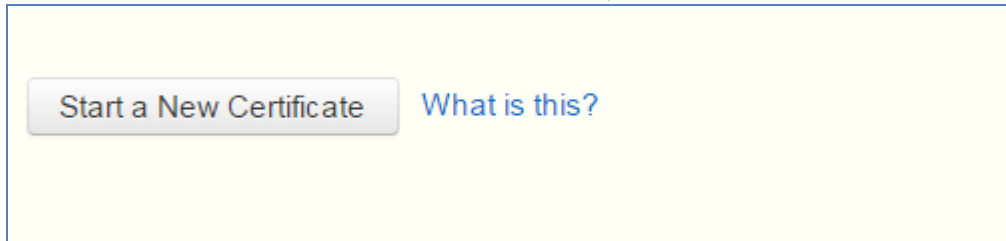
What do you want to

DO TODAY?


Manage My
1295 Forms


Manage My
Profile

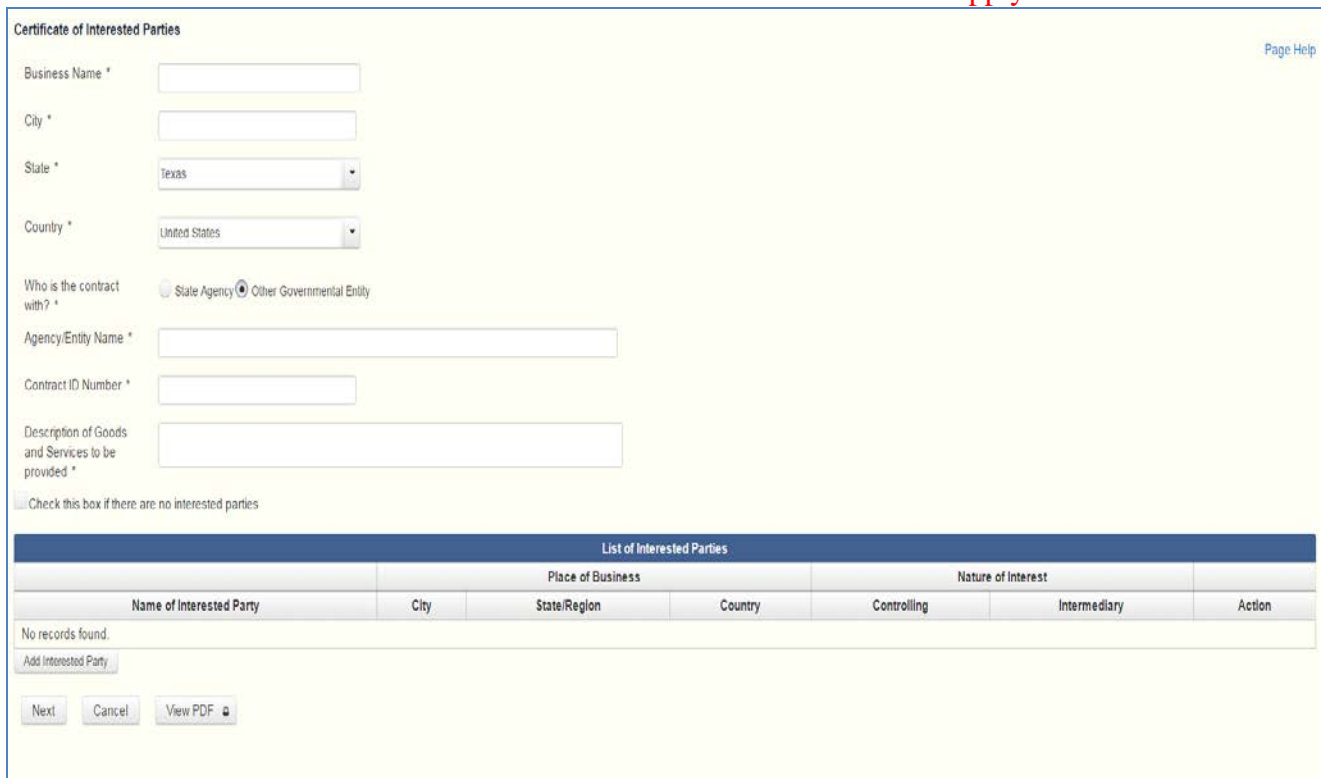
To create a new Form 1295 click on the button, “Start a New Certificate” to begin the process.

A rectangular box with a light yellow background. Inside, on the left, is a button with a grey gradient and rounded corners that says "Start a New Certificate". To the right of the button is a blue text link that says "What is this?".

The Form 1295 is also known as a “Certificate of Interested Parties”.

You will be required to complete the following information. If you have any additional questions specific to the “List of Interested Parties”; please contact TEC at 512-463-5800, available M-F 8 a.m. to 5 p.m.

PLEASE NOTE: The “CONTRACT ID NUMBER” for this RFP is “Ath Spply RFP 2017-18”.

A screenshot of a web form titled "Certificate of Interested Parties". The form has a light yellow background. At the top right, there is a "Page Help" link. The form contains several input fields: "Business Name *", "City *", "State *" (with a dropdown menu showing "Texas"), "Country *" (with a dropdown menu showing "United States"), "Who is the contract with? *" (with radio buttons for "State Agency" and "Other Governmental Entity", where "Other Governmental Entity" is selected), "Agency/Entity Name *", "Contract ID Number *", and "Description of Goods and Services to be provided *". Below these fields is a checkbox labeled "Check this box if there are no interested parties". At the bottom of the form, there are three buttons: "Next", "Cancel", and "View PDF". Above the "View PDF" button, there is a table titled "List of Interested Parties". The table has a header with columns: "Name of Interested Party", "City", "State/Region", "Country", "Controlling", "Intermediary", and "Action". Below the header, the table is empty, and a message "No records found." is displayed. There is also an "Add Interested Party" button below the table.

Complete the required information and check box below to affirm. Click the “Submit” button.

Certificate of Interested Parties - Submit

☐ I swear, or affirm, under penalty of Perjury that the information provided is true and correct.

Name of Authorized Agent of Contracting Business Agency *

Name of person submitting form if different from Authorized Agent

Click on “Print” and open the form and ensure that a certificate number has been assigned by the Texas Ethics Commission.

TEXAS ETHICS COMMISSION Home Profile Certific.

Certificate of Interested Parties - Submitted

Submitted on Wed Dec 16 16:18:23 CST 2015

Unique Certificate Identifier: 2015-1008

Copyright © 2013, 2014, 2015 Texas Ethics Commission. All Rights Reserved.

Opening Form 1295 Certificate 100000012.pdf

You have chosen to open:

Form 1295 Certificate 100000012.pdf
which is: Adobe Acrobat Document
from: https://app.rfdinc.com:8445

What should Firefox do with this file?

☒ Open with **Adobe Acrobat Reader DC (default)**

☐ Save File

☐ Do this automatically for files like this from now on.

ONLY A SAMPLE

CERTIFICATE OF INTERESTED PARTIES		FORM 1295 1 of 1	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2015-1008 Date Filed: 12/16/2015 Date Acknowledged:	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. CompuAdd Austin, TX United States			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Workforce Commission, Texas			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract. 014578 Office Equipment and Computers			
4 Name of Interested Party		City, State, Country (place of business)	
		Nature of Interest (check applicable) Controlling Intermediary	

If the certificate number and filing date are on the form you may now “Print”. The Form 1295 Must Be Notarized.

Vendor submits the signed and notarized FORM 1295 to CISD via email to Dwayne Jones at dwaynejones@crowley.k12.tx.us.

You may also view a step by step video created by Texas Ethics Commission:
<https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.mp4>

SECTION II - SPECIAL TERMS & CONDITIONS/BID/RFP SPECIFICATIONS

- 1.0 The Crowley ISD is seeking vendors for **ATHLETIC SUPPLIES & EQUIPMENT**. Athletic supplies include all sports and trainer's supplies and equipment. This RFP seeks qualified vendors that can meet these supply and material needs of the District.
- 2.0 **Period of Agreement:** **June 1, 2017 through May 31, 2018** with an option to renew annually for a period of four years at the sole discretion of CISD. CISD may extend this bid for an additional thirty (30) days from the date of expiration, under the same pricing and terms and conditions, if it is determined by the District that additional time is required to avoid a lapse in material supply.
- 3.0 **Pricing:**
- 3.0.1 It is the intent of this solicitation to establish a discount from catalog or published price list.
- 3.0.2 Bidder(s) must indicate a primary discount (even if the discount is "0%" or list price), but may offer multiple discounts by category.
- 3.0.3 On the Bid Pricing sheet (page 18), please indicate the primary discount that your company will offer the District. Also provide answers to the various questions noted on the Bid Pricing sheet.
- 3.0.4 The percentage discount offered will be based on the current published catalog and pricing will remain firm until a new catalog is published and delivered.
- 3.0.5 Prices for this bid cannot be increased for 30 day after the agreement begins. In order to change a price list or catalog, a new or amended price list or catalog must be submitted to the Purchasing Department by the Vendor and approval granted from the Purchasing Department. Otherwise, the last CISD approved price list or catalog remains in effect until such time that CISD approves the price change.
- 3.0.6 Price reductions shall be offered immediately upon becoming available to a vendor after award.
- 3.0.7 Vendors responding to this bid:
- Agree to sell items at no more than the normal retail price.
 - Agree to accept the District's tax exempt status and WILL NOT charge CISD sales tax.
- 3.0.8 Preference will be given to vendors that do not assess shipping charges to CISD orders.
- 4.0 **Award:** CISD anticipates awarding this contract to multiple vendors in order to best serve the needs of the District. All vendors properly responding on time to this proposal will be considered for award. There will be no formal notification of award. Vendors awarded contracts under this bid will be identified as "*approved vendors*" for CISD.
- The District may elect to issue supplemental bids and approve additional vendors for the same or similar items/services during the agreement period if it is determined to be in the best interest of the District. Vendors that have responded successfully to the original or a supplemental bid do not have to respond to other supplemental bids.
- 5.0 **Purchases:** Actual purchases and selection of vendors will be based on price, availability, location, etc.
- Items will normally be purchased in small quantities on an "As Needed" basis by more than 21 campuses and departments throughout the cities of Crowley and Fort Worth and Tarrant County.

Supplies will be delivered to each campus; address will appear on the purchase order. A list of campuses is available on the district's website at www.crowley.k12.tx.us.

6.0 Estimated annual expenditure: The Crowley ISD does not guarantee the volume (quantity or dollar value) to be purchased annually and purchases may be made from any responding vendor. The actual dollar amount to be purchased depends on actual needs of the campuses and departments and budgetary constraints.

7.0 Catalogs: A copy of current catalog will be furnished with this bid. Successful bidders will furnish catalogs to each campus free of charge. Each catalog must have a label on the front cover with their respective discount rate, contract term, sales representative, toll-free numbers and address for purchase orders. If an on-line catalog is available, please provide the website information on page 18 (Section III – Bid Pricing).

8.0 Other Terms:

- 8.0.1 The successful vendors will be responsible for handling all items that need to be returned regardless of who is at fault for an incorrect order.
- 8.0.2 A response by one vendor of a "chain" or business will suffice for other outlets of that "chain" or business if each outlet agrees by the terms of this bid.
- 8.0.3 If a parent company is submitting more than one subsidiary company, a separate bid should be submitted for each company name.
- 8.0.4 Even if you are the "sole source" for the product(s) in your catalog, we request a response from you; thus eliminating the need to file a sole source affidavit with each purchase order.
- 8.0.5 Service calls and regular personal contact is important to CISD and will be used as a means of awarding bids.

How many regular school visits would you expect the local representative to make?

How often would they visit?

9.0 Categories: Please check the categories that you represent in your catalog.

<input type="checkbox"/>	Basketball	<input type="checkbox"/>	Tennis
<input type="checkbox"/>	Baseball	<input type="checkbox"/>	Track
<input type="checkbox"/>	Cross Country	<input type="checkbox"/>	Training Supplies
<input type="checkbox"/>	Football	<input type="checkbox"/>	Volleyball
<input type="checkbox"/>	Golf	<input type="checkbox"/>	Weight Equipment
<input type="checkbox"/>	Gymnastics	<input type="checkbox"/>	Awards (Trophies, Letter Jackets, etc.)
<input type="checkbox"/>	Soccer	<input type="checkbox"/>	Audio/Video/Multi-media
<input type="checkbox"/>	Softball	<input type="checkbox"/>	Communication/Headset Equipment
<input type="checkbox"/>	Swimming	<input type="checkbox"/>	
<input type="checkbox"/>	Other: _____		

SECTION III - BID PRICING

Note: This bid form must be used for bid to be considered. Please print your responses VERY CLEARLY.

If a flat discount is not available for all items, provide a list of those items/categories and indicate discount % for those products. (Attach sheets or letters regarding exceptions or additional information if necessary).

TITLE OF CATALOG	Date of Catalog	% Discount Offered	Special Conditions & Shipping Instructions
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
		%	
WILL PURCHASE ORDERS BE ACCEPTED?	_____ Yes	_____ No	If yes, please complete ordering information on page 15 – Form I)
DO YOU CHARGE A RE-STOCK FEE?	_____ Yes	_____ No	If yes, _____ % Fee
ARE HANDLING & SHIPPING FEES INCLUDED?	_____ Yes	_____ No	If no, state how fees will be calculated: _____ _____
IS YOUR CATALOG/STOCK AVAILABLE VIA THE WORLD WIDE WEB?	_____ Yes	_____ No	www _____
STANDARD DELIVERY TIME:	_____ days after receipt of Purchase Order.		
Please provide the following information regarding local sales representative:			
REPRESENTATIVE NAME: _____			
ADDRESS: _____			
PHONE NUMBER: _____	FAX NUMBER: _____	EMAIL: _____	

COMPANY NAME: _____

Bid Pricing Form for Letter Jacket Vendors

	Qty.	UOM	Award Description for Crowley HS and North Crowley HS	Each Cost	Extended Cost
1	60+	Ea	CHS-Award jackets for <u>athletics</u> . Jackets with collar will have grey body with purple vinyl sleeves. Patch with school letter initial and sport activity insert included on left front. Ribbed bottom and sleeves (purple with two (2) grey stripes outlined in white). Cost to school.		
2	60+	Ea	CHS-Award jackets for <u>athletics</u> . Same specs as above except jackets will have purple leather sleeves. Upgrade charge to athletes.		
3	60+	Ea	NCHS-Award jackets for <u>athletics</u> . Jackets with collar will have royal blue body with silver vinyl sleeves. Patch with school double letter initials (NC) and activity insert included on left front. Ribbed bottom and sleeves (Royal blue with two silver stripes outlined in white). Cost to school.		
4	60+	Ea	NCHS-Award jackets for <u>athletics</u> . Same specs as above except jackets will have silver leather sleeves. Upgrade charge to student athletes.		
5	45+	Ea	CHS and NCHS Patch packet #1-Includes Name on front, 2 digit class year date, mascot, activity patch and name on back in script/straight. Price to student athletes.		
6	45+	Ea	CHS and NCHS Patch packet #2-includes name on front, 2 digit class year date, mascot, activity patch and name on back in block/straight. Price to student athletes.		
7	45+	Ea	CHS and NCHS Patch packet #3-included name on front, 2 digit class year date, mascot, activity patch, name on back in block or script with Tail and tail lettering. Price to student athletes.		
8	4	Ea	Banners – 63” wide x 39 ½” with tackle twill lettering with sport teams’ accomplishment for the season. 2” binding around banner. . NCHS only and will be royal blue with white or silver letter and white or silver binding.		

SECTION IV – BID/RFP EVALUATION CRITERIA

In evaluating bids/RFPs submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or 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
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor's goods or services;
8. any other relevant factor specifically listed in the request for bids or proposals

SECTION V – INSTRUCTIONS TO BIDDERS/PROPOSERS

1. To be considered a responsive Bid/RFP, all pages requiring signature (including but not limited to Forms A, B, C, D, E, F, G), the Cover Page, and Sections II and III, plus any/all attachments, must be completed with all requested information, **signed** and returned **sealed** in an envelope or other appropriate package adequate to conceal and contain the contents prior to the bid/RFP date and time. Each bid/RFP shall be placed in a separate envelope and properly identified with the Bid/RFP Number, Bid/RFP Title, Name of Company submitting bid/RFP, and the established time and date to be opened.
2. The Bidder/Proposer is strongly encouraged to read the entire Bid/RFP document prior to submitting response. Failure to provide the information requested in its entirety may be grounds for disqualification of bid/RFP.
3. If any exceptions are taken to any portion of this Bid/RFP, the Bidder/Proposer must clearly indicate the exception taken and include a full explanation on the Deviation/Compliance Form or as a separate attachment to the Bid/RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the Bid/RFP as proposed by the District. The District reserves the right to reject a bid/RFP containing exceptions, additions, qualifications, or conditions.
4. The bid/RFP response **must be signed** by an individual authorized to contractually bind the company submitting the bid/RFP. A failure to sign the bid/RFP will cause it to be rejected as non-responsive. Bids/RFPs must give full firm name and address of bidder/proposer. Person signing bid/RFP should show title or authority to bind his/her firm in a contract.
5. Bids/RFPs **must be received** in the Purchasing Department office **prior to** the hour and date specified in this document or any subsequent Addenda. No other published dates will be binding. **LATE BIDS/RFPs WILL NOT BE ACCEPTED.** No oral, telegraphic, telephonic, electronic mail, or facsimile transmitted bids/RFPs will be considered. The clock located in the CISD Purchasing Department is considered the official time for receiving and opening bids/RFPs.
6. Sealed bids/RFPs shall be mailed or otherwise delivered to the following address:

Crowley Independent School District
Attention: Dwayne Jones
Executive Director of Business Services
512 Peach Street
Crowley, TX 76036

7. All questions regarding this invitation **must be submitted in writing** (email preferred) to Diane Brooks (brooks@crowley.k12.tx.us). Requests for information/interpretation must be received on or before seven (7) calendar days prior to the opening date. Only questions answered by formal written addenda will be binding.
8. Addenda will be posted to the Crowley ISD web page. You may obtain the addenda from our internet/web site address at www.crowleyisdtx.org by choosing “Departments,” then “Purchasing,” then “Upcoming RFPs/RFPs.” It is the responsibility of each bidder/proposer to obtain all addenda that pertains to this bid/RFP. **Bidders/Proposers who submit a bid/RFP without acknowledging receipt of all addenda issued may be deemed to have submitted a bid/RFP not responsive to this solicitation.** Failure to receive such addenda does not relieve bidder/proposer from any obligation under the bid/RFP submitted. All formal written addenda become a part of the bid/RFP documents. Bidders/proposers shall acknowledge receipt of all addenda in the Bid/RFP Response Form.
9. Bids/RFPs must remain open for acceptance for a period of **sixty (60) days** subsequent to the opening of

bids/RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.

10. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the Crowley ISD.
11. All Bidders/Proposers must execute the forms enclosed (or otherwise requested herein) for the bid/RFP to be considered responsive. The name of the company representative on these forms should be the same. All supplemental information required by the Bid/RFP Form must be included with the Bid/RFP. Failure to provide complete and accurate information may disqualify the bidder/proposer.
12. On May 25, 2007, the Texas Senate passed House Bill No. 1491, providing clarification to Chapter 176 of the Texas Local Government Code, which imposes new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties.

Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE can be downloaded from the District internet/web address at <http://www.crowley.k12.tx.us> or the Texas Ethics Commission web address at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Note: The Crowley Independent School District will not provide any further interpretation or information regarding these new requirements under House Bill No. 1491.
13. It is the policy of the Crowley Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
14. In order to ensure the integrity of the selection process, Bidder/Proposer's employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Bidder/Proposer's response, directly or indirectly, through any contact with school board members or other district officials from the date this Bid/RFP is released until the award.
15. This bid/RFP is subject to cancellation by the District if any person significantly involved in initiating, negotiating, securing, drafting, or creating the offer on behalf of Crowley Independent School District, is at any time while the bid/RFP is in effect, an employee of any other party to the bid/RFP in any capacity or a consultant to any other party of the bid/RFP with respect to the subject matter of the bid/RFP.
16. Any board member 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, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government Code, Ch. 171.
17. Vendors (owners, officers, employees, volunteers, etc.) may not work on district property where students may or may not be present when they have charges pending, have been convicted, received probation or deferred adjudication for the following:

- A. Any offense against a child
- B. Any sex offense
- C. Any crimes against persons involving weapons or violence
- D. Any felony offense involving controlled substances
- E. Any felony offense against property

F. Any other offense the District believes might compromise the safety of students, staff, or property

19. All contractors, subcontractors and their employees must submit to the Crowley ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
20. Use or possession of weapons, fire arms, tobacco, alcohol beverages, controlled substances, and/or drugs, even in vehicles, is strictly prohibited on school district property. Any harassment of employees, students, or volunteers is also strictly prohibited.
21. Vendors who perform work inside the CISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both CISD's responsibilities and the Employer's responsibility to their employees. As a Vendor it is your responsibility to check each building prior to performing any work in that facility. These building materials may include but are not limited to: ceiling tile, floor tile and mastic, sheetrock, tape and bed compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building's Asbestos Management Plan. This plan is normally kept in the main office. Check with the school secretary and she will allow you to look at it. It is the vendor's responsibility to notify all employees working for them that CISD facilities may contain asbestos and where their employees may find the facility's Asbestos Management Plan. Again, it is the Vendor's responsibility to check the Asbestos Management Plan for each facility prior to working in the facility and then to notify their employees performing the actual work. The information is found in section eight (8) for all asbestos that are remaining in the building. If after looking in the Asbestos Management Plan you are uncertain about whether the area you will be working in contains asbestos or not, please contact Randy Reaves, Executive Director of Non-Instructional Services, at 817-297-5942 for further assistance.
22. The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this bid/RFP, subject to verification of the same or lower prices and conditions on bid/RFP.

This document is provided as a courtesy only and does not relieve the Bidder/Proposer of his/her responsibility to contact CISD Purchasing Department to obtain Bid/RFP documents. It is also the responsibility of the Bidder/Proposer to keep the CISD advised of current mailing address. **CISD IS NOT RESPONSIBLE FOR UNDELIVERABLE MAIL.**

SECTION VI – BID/RFP REQUIREMENTS AND CONDITIONS

In submitting a bid/RFP, Bidder/Proposer understands and agrees to be bound by the following terms and conditions which shall be incorporated into any future contracts, agreements, or purchase orders relating to this bid/RFP between the vendor and the Crowley Independent School District. By submitting a bid/RFP, each bidder/proposer agrees to waive any claim it has or may have against the Crowley Independent School District arising out of or in connection with the administration, evaluation, or recommendation of any bid/RFP; waiver of any requirements under the Bid/RFP documents; acceptance or rejection of any Bids/RFPs; and award of Contracts, if any.

1. WITHDRAWING BIDS/RFP

Bids/RFPs deposited with the Crowley Independent School District (hereinafter called “CISD” or “District”) can be withdrawn, upon written request, prior to the time set for opening bids/RFPs. A bid/RFP may not be withdrawn after the bids/RFPs have been opened, and the Bidder/Proposer, by submitting a bid/RFP, warrants and guarantees that the bid/RFP has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Bids/RFPs cannot be altered or amended after opening time. Any alterations made before opening time **must** be initialed by bidder/proposer or his/her authorized agent.

2. CONSIDERATION OF BIDS/RFP

Bids/RFPs must be signed, sealed and delivered to the Crowley Independent School District Purchasing Department office PRIOR TO the bid/RFP due date and time. Unsigned, unsealed or late bids/RFPs will not be considered. After bids/RFPs are opened and publicly read aloud, the bids/RFPs will be tabulated for comparison on the basis of the bid/RFP prices and quantities shown in the bid/RFP. The Crowley Independent School District Board of Trustees reserves the right to reject any or all bids/RFPs, to waive technicalities, and to re-advertise for new bids/RFPs, or proceed to do the work otherwise in the best interests of the District.

Cash discounts with terms less than thirty (30) days will not be considered in the awarding of Bids/RFPs and will be tabulated as “net.”

Bids/RFPs received after the date and time specified **will not** be considered. The Purchasing Department will notify those firms submitting late bids/RFPs and will hold documents for pick-up for five (5) business days following late bid/RFP notification. **All late bids/RFPs which are not picked up by the Bidder/Proposer within five business days will be discarded.**

3. AWARD CRITERIA (See Section IV – Bid/RFP Evaluation Criteria)

The District reserves the right to award this bid/RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the bidder/proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the bid/RFP.

Regardless of the award of Bid/RFP hereunder, the District retains the right to purchase the same or similar materials or items from other sources should it be determined that doing so would be in the District's best interest.

4. IRREGULAR BIDS/RFP

Bids/RFPs will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids/RFPs, failure to return all forms and copies, or irregularities of any

kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.

5. REJECTION OF BIDS/RFP

The District reserves the right to reject any or all bids/RFPs, and all bids/RFPs submitted are subject to this reservation. Bids/RFPs may be rejected, among other reasons, for any of the following specific reasons:

- A. Bid/RFP received after the time limit for receiving bids as stated in the advertisement.
- B. Bid/RFP containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient bid/RFP guaranty, if required.
- E. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

6. DISQUALIFICATION OF BIDDERS/PROPOSERS

Bidders/proposers may be disqualified and their bids/RFPs not considered, among other reasons, for any of the following specific reasons:

- A. Reason for believing collusion exists among the Bidders/Proposers.
- B. Reasonable grounds for believing that any Bidder/Proposer is interested in more than one bid/RFP for the work contemplated.
- C. Where the Bidder/Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.
- D. The Bidder/Proposer being in arrears on any existing Contract/Purchase Order or having defaulted on a previous Purchase Order.
- E. Lack of competency as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- F. Uncompleted work that in the judgment of the District will prevent or hinder the prompt completion of additional work if awarded.
- G. Where the Bidder/Proposer has failed to perform in a satisfactory manner on a previous Purchase Order/Contract.

7. CONFIDENTIAL OR PROPRIETARY MARKINGS

Any portion of the bid/RFP that Bidder/Proposer considers confidential or proprietary information, or to contain trade secrets of Bidder/Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

8. NEW MATERIALS

Unless otherwise stated in the specifications, all supplies and components to be provided under this Bid/RFP shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended. If at any time during the performance of this Bid/RFP the Vendor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the District immediately, in writing, including the reasons and proposing any consideration which will flow to the District if authorization to use such supplies or components is granted.

9. BRAND NAME OR SUITABLE SUBSTITUTE

This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification of products by make and model.

- A. If items for which bids/RFPs have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids/RFPs offering "suitable substitute" products will be considered for award if such products are clearly identified in the bids/RFPs and are determined by the District, at its sole discretion, to be equal in all material respects to the brand name products referenced.
- B. Should any product be delivered or service performed which is not as the successful Bidder/Proposer has purported it to be in its submitting of this Bid/RFP, said Bidder/Proposer will be required to correct any deficiencies without additional cost to the District.

10. SAMPLES

Samples and/or product specification documents may be required for items, as specified in Section II - Special Terms & Conditions/Bid Specifications. Product specification documents (as required in Section II - Special Terms & Conditions/Bid Specifications) shall be submitted with the bid/RFP, properly referenced and clearly marked so as to indicate related bid/RFP item. Samples, when requested on Section II, must be furnished at no cost to the District and will not be returned. Each sample should be clearly marked with bidder's/proposer's name, bid/RFP number, and item number on the bid/RFP. **DO NOT ENCLOSE IN OR ATTACH BID/RFP TO SAMPLE.** CISD assumes no responsibility for the handling of samples in any manner. Improperly identified samples will not be considered.

When samples and/or product specifications are not required to be submitted with the bid/RFP (not stated on Section II – Special Terms & Conditions/Bid Specifications) CISD reserves the right to request samples and/or product specification documents for any merchandise submitted for bid/RFP before final selections are made. Samples and/or product specifications requested after bid/RFP opening must be received within five (5) calendar days after request.

11. INTER-LOCAL AGREEMENT CLAUSE

CISD is a member of various purchasing cooperatives. If these governmental entities decide to participate in this award it is assumed that you, the Vendor, agree that all terms, conditions, specifications, and pricing would apply.

Governmental entities utilizing Internal Governmental contracts with CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than CISD will be billed directly to that governmental entity and paid by that governmental entity. CISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

SECTION VII – GENERAL TERMS AND CONDITIONS

1. TERMS OF PAYMENT

Terms of payment to the successful Bidder/Proposer will be contingent upon the terms offered based on invoices submitted to and approved by the District for payment. Invoices shall be fully documented in accordance with the specifications and contain individual pricing for each item. **NO PAYMENTS SHALL BE MADE ON INVOICES NOT LISTING A CISD PURCHASE ORDER NUMBER.**

Invoices will be paid upon completion of delivery and acceptance. Invoices must reflect only the amount due for goods or the portion of the services performed, materials and equipment furnished for the period covered by each invoice. Invoices shall be priced per unit prices as awarded.

The original invoice should be mailed to:

Crowley Independent School District
ATTN: Accounts Payable
P.O. Box 688
Crowley, Texas 76036

2. TAX EXEMPT STATUS

The Crowley Independent School District is exempt from Federal Excise Tax. **DO NOT INCLUDE TAX IN BID/RFP PRICES.** Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307.

3. RIGHTS TO INSPECT AND AUDIT

The Vendor (and Vendor's suppliers, vendors, sub-contractors, insurance agents, and other agents) shall maintain and the District shall have the right to examine records, documents, books, accounting procedures and practices and any other supporting evidence deemed necessary by the District to substantiate compliance with the terms of this agreement. Such right of examination shall include reasonable access to and cooperation by all Vendors personnel who have worked on or have knowledge related to the performance of this bid/RFP. Proprietary/Trade Secret information pertaining to this bid/RFP may not be withheld from the District or its Authorized Representative.

4. VENDOR RESPONSIBILITIES

The Vendor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Bid/RFP. Neither acceptance of such Work by the District, nor payment therefore, shall relieve the Vendor of this responsibility. If and when applicable, the Vendor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

5. ASSIGNMENT

The successful Bidder/Proposer may not assign its rights and duties under an award without the written consent of the Crowley Independent School District. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

6. TERMINATION OF WORK FOR DISTRICT CONVENIENCE

Whenever CISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting

award for the District's convenience. Such termination shall be effective thirty (30) days after CISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and CISD shall have no liability for, any costs under this Bid/RFP that are not necessary for actual performance of the Bid/RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, CISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

The CISD can terminate any resulting award for this bid/RFP with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided, however, this provision shall not be construed so as to permit the CISD to terminate this bid/RFP in order to enter other Contracts or make other arrangements for essentially the same services made the subject of this bid/RFP. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

7. DEFAULT AND REMEDIES

The Vendor shall be considered in default of this bid/RFP, and such default shall be grounds for the District to terminate any resulting award for this bid/RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this bid/RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this bid/RFP under this Item 7 be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience under Item 6 of Section II - General Terms and Conditions.

8. GRATUITIES

The District may, by written notice to the Vendor, cancel this Bid/RFP without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer, or employee of the Crowley Independent School District with a view toward securing a bid/RFP or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such an agreement.

9. JURISDICTION

The Purchase Order(s) resulting from this bid/RFP shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in state courts in Tarrant County, Texas.

10. NOTICE OF DELAYS

Whenever the Vendor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Vendor shall immediately give notice in writing to the District, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the District of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

11. FORCE MAJEURE

Neither Vendor nor the District shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Bid/RFP is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of

such party (hereinafter, "Force Majeure events"). For purposes of this Bid/RFP, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the District from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Bid/RFP.

12. DELIVERIES OF GOODS

- A. A specific delivery date may be required to be a part of each bid/RFP. The District considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the District at the specified delivery location.
- B. All items covered by this bid/RFP shall be delivered F.O.B Destination Crowley ISD, from point of assembly to the District location(s) specified on each purchase order. **BID/RFP PRICING SHALL INCLUDE ALL FREIGHT/DELIVERY CHARGES.** The District shall not be liable for any deliveries of merchandise unless same has been received at the specified delivery location within the Crowley Independent School District, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder/Proposer until after the District completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder/Proposer.
- C. Deliveries will be made only upon authorization of the Crowley Independent School District, and shall be made if, as, and when required and ordered by the District, at such intervals as directed by the District. It is important that each supplier understand the following information:
 - All purchases made by the District will be made via CISD purchase order.
 - Do not provide goods/services absent a bona fide, signed purchase order.
 - Do not provide goods/services exceeding the quantities contained on the purchase order.
 - The District will only pay invoices which match the purchase order description, quantity, and price.
- D. Deliveries shall be to the location identified in each Purchase Order. Each proof of delivery shall list the CISD purchase order number, exact quantity delivered, back orders (if any) and number of pallets.
- E. Bidder/Proposer warrants that all deliveries made under the Purchase Order will be of the type and quality specified; and the District may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The District shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- F. Failure by the Vendor to make reasonable delivery as and when requested shall entitle the District to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFP price.
- G. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the

property of the District, free and clear of any liens.

- H. Acceptance by the District of any delivery shall not relieve the Vendor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

13. PERFORMANCE OF SERVICES

- A. Performance will be made only upon authorization of the District, in the form of a bon-a-fide, signed Purchase Order and shall thereafter be made if, as, and when required and ordered by the District.
- B. Performance shall be at the location identified in each order.
- C. The scope of this bid/RFP and requirements of the District as shown in the specifications shall not be considered as binding on the District, and the work actually may be less than or greater than projected.
- D. Bidder/Proposer warrants that all work will be of the type and quality specified, and the District may reject and/or refuse work that falls below the quality required in the specifications.
- E. Failure by the Vendor to make reasonable progress as and when requested shall entitle the District to seek work from alternate sources wherever available, with the right to seek reimbursement from the Vendor for amounts, if any, paid by the District over and above the bid/RFP price.
- F. All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the District, free and clear of any materialman's, supplier's, or other type liens.
- G. All work performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Bid/RFP.
- H. If deemed necessary, inspections will be made by authorized district personnel on a routine basis. Any deficiencies in the work performance disclosed during such inspections must be corrected following receipt of notification by the Vendor. Continued failure to take such corrective actions could, at the District's discretion, lead to termination of any resulting award.
- I. Failure of Vendor to fully comply with the terms and provisions of this Bid/RFP shall constitute grounds for declaring the Vendor in default.
- J. Acceptance by the District of any delivery shall not relieve the Vendor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the District's right to request replacement of defective material.

14. WARRANTY INFORMATION

- A. Warranty – Product: Manufacturers' standard warranty for parts and labor must be included in the prices bid/proposed and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.
- B. Warranty – Price: The price to be paid by the District shall be that contained in Seller's bid/RFP 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 bid/RFP 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 orders by others. Or in the alternative, the District may cancel the Purchase

Order(s) without liability to seller for breach of Seller's actual expense.

- C. Warranty – Safety: Seller warrants that the product sold to the District shall conform to the standards promulgated by applicable federal and state standards. In the event the product does not conform to these standards, the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

15. INDEMNIFICATION AND HOLD HARMLESS

The vendor shall defend, indemnify, and hold harmless the Crowley Independent School District, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this bid/RFP

16. PRICE INCREASES

If this document includes the option to extend for additional year(s), price increases for each additional year will be negotiated not to exceed the CPI in the Dallas/Fort Worth area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing. Negotiations for price changes, when required, will be completed thirty (30) days before date of renewal.

17. INTER-LOCAL AGREEMENTS

Crowley Independent School District reserves the right to purchase the goods and/or services in this bid/RFP through an inter-local agreement, if it is deemed that the inter-local agreement is more advantageous to the District.