

# REQUEST FOR PROPOSALS



## **Athletic Apparel and Equipment Agreement**

Solicitation # 2020-0228

Issued By:

Galveston Independent School District (GISD)

Closing Date:

2:00 PM

March 17, 2020

The GISD is accepting sealed Proposals to award a contract to a vendor or vendors for the exclusive right to supply Logo/Brand Name Athletic Apparel, Uniforms and Accessory Products to the Galveston Independent School District in accordance with the instructions, specifications, terms and conditions, contained in this Solicitation.

ADDENDA TO RFP. GISD reserves the right to revise and amend the specifications prior to the date set for the receipt of proposals. Respondents are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in the RFP in writing. Revisions or amendments, if any, will be made by issuing an addendum. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFP. It is the responsibility of each Bidder, prior to submitting the Proposal, to contact the Purchasing Department to determine if addenda were issued and, if so, to obtain such addenda for attachment to the Proposal.

Galveston ISD  
3904 Avenue T, Galveston, TX 7815477550  
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### MISSION STATEMENT:

EDUCATE, ENGAGE and EMPOWER **EACH** student for a life of Excellence.

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### VISION:

**GALVESTON ISD**  
**ISLAND OF EXCELLENCE ~**  
**WORLD OF OPPORTUNITY**

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### BELIEFS:

#### **We believe:**

- Every child can learn
- Every child should have equal access to learn, grow, and become successful adults
- In a district where each and every student is a prepared, confident leader who is comfortable in any culture and knows he/she will succeed given any situation
- Everyone has a voice and is a participant
- All children possess exceptional talent to reach their dreams
- Each child deserves an abundance of exceptional educational experiences
- That in all actions everyone will be treated with respect and dignity
- In a district that supports and rewards staff who provide exceptional educational experiences
- GISD students are better prepared for the real world because of our diversity and their experiences in our community and schools
- All children and staff deserve their schools to be a safe and effective place to learn, work, play and heal
- GISD can be one of the premier school districts in the nation

## SECTION 1 - INSTRUCTIONS

1. **PROPOSAL SUBMISSION:** To be considered, the proposal must be prepared in the manner and detail specified in this proposal.

a. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFP. Extensive binding, colored displays, promotional materials, etc., are not necessary or desired unless specified. Emphasis should be concentrated on conformance and clarity of content.

b. **PRE-PROPOSAL MEETING:** Not Applicable.

c. **PROPOSAL GUARANTEE:** Not Applicable.

d. **SUBMISSION DEADLINE:** Please mail or drop off at GISD 3904 AVE T Galveston, Texas 77550 until March 17, 2020, 2:00 PM, local time.

e. **NUMBER OF COPIES:** one (1) a marked "original" and 2 copies.

f. Submissions that are sent via facsimile or e-mail will not be considered.

g. PROPOSAL submissions received late, unsigned, or in locations other than as stated in this solicitation will be returned without consideration.

h. Galveston Independent School District will not be bound to accept the lowest or any Proposal and reserves the right to accept or reject in whole or in part, any and all Proposals, to negotiate portions thereof, and to waive any informality.

i. All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this solicitation, all costs shall be borne by the Vendor.

j. Any Proposals submitted in response to this Request for Proposal will become irrevocable upon the closing time and remain open for acceptance for ninety (90) days from the closing date whether or not another RFP has been accepted.

k. Submission of a Proposal shall be construed to mean that the Vendor agrees to carry out all of the conditions set forth in this document. Any proposed variation from the specifications, terms and conditions shall be clearly identified. Please provide details of any non-compliance with stated conditions on the deviation summary section provided on the Exceptions Form - Attachment C. If no changes are indicated, the District shall expect to receive the service(s) exactly as specified.

l. A Vendor's signature on the response to this RFP and the District's acceptance of that Proposal should constitute an adequate set of terms and conditions for the performance of the required services. However, **if a vendor expects the district to sign a separate service agreement, a copy of that document must be provided along with RFP response for evaluation.**

m. The Solicitation Forms provided must be used. Failure to follow these instructions may cause a Proposal to be determined as non-responsive and the Proposal rejected. The above information must be clear and concise.

n. The District reserves the right to select any offer it deems the best value, regardless of price.

2. **RFP CLARIFICATION:** No modification or amendment to this Request for Proposal shall be valid unless it is set forth in writing -- via a signed addendum or amendment from the District Purchasing Office.

3. **BIDDER RESPONSIBILITY:** We expect you to be thoroughly familiar with all specifications and requirements of this RFP. Your failure or omission to examine any relevant form, article, site or document will not relieve you, as a contractor, from any obligation regarding this RFP. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this Solicitation. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

4. **COMPLETENESS:** Proposal shall be completed in all respects as indicated. A proposal may be rejected if it is conditional or incomplete, or it contains irregularities of any kind.

5. **FALSE/MISLEADING STATEMENTS:** Proposal which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system or service may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the Proposal and the attribute, condition or capability as a requirement of the RFP, the Proposal shall be rejected.

6. **PROPOSAL SIGNATURE:** The proposal must be signed by an individual who is authorized to bind the responding firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned proposal shall be rejected.

7. **AWARD:** GISD will award to contractors who present the greatest value, in our view, to GISD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the District to be in the best interest of GISD. Thus, the result will not be determined by price alone but upon the applicable criteria as listed under **EVALUATION CRITERIA**.

8. **PRECEDENCE:** In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

1. the provisions of the Contract (as it may be amended);
2. the provisions of the RFP (as it may be supplemented).
3. the provisions of the Contractors Response (as it may be clarified);

9. **CONTRACT PERIOD:** Contract period shall be one year from date of award. In order to promote efficiency and economy, the District reserves the right to extend the contract awarded for FOUR (4) additional one-year option periods. Such extension(s) will be at the option of the District, subject to same terms, conditions, favorable prices, and mutual agreement between the Contractor and the District.

## **SECTION 2 – BACKGROUND**

The GISD, with an enrollment of approximately 7,000 students serves the city of Galveston and rural areas of southeast Galveston County. The District currently has one (1) high school, one (1) alternative high school, four (4) middle schools and six (6) elementary schools. These school sites are supported by additional alternative/administrative and operational sites

The people in our community are a great source of strength and encouragement. Our High School campus, Galveston Ball High School, has been successful due in no small part to the support of our community. Our Football program has had the most alumni of any school in Texas to play in the National Football League (NFL).

## **SECTION 3 – SPECIFICATIONS AND SCOPE OF WORK**

Read each item below and initial your understanding of all requirements. Any exceptions must be stated on the Exceptions To This Solicitation Form – Attachment C.

1. **PURPOSE/SCOPE:** The purpose of this Request for Proposal is to enter into an agreement with qualified vendors or vendors for the exclusive right to supply Logo/Brand Name Athletic Apparel, Uniforms and Accessory Products to the Galveston Independent School District. A sports apparel provider would provide the school district product rebates for school uniforms and equipment at both the Varsity and Sub-Varsity levels for a period of up to five years, in exchange for high school varsity athletes wearing exclusively their products during games and other official program activities.

- a. Additionally we solicit product discounts off suggested retail prices on the supplier's line of products.
- b. Currently, the District has no exclusive contract for any specific apparel provider but selects the provider offering best value based on cost and other evaluation factors. Any rebates received would be deposited into the General Operating Fund.
- c. Although the solicitation has not yet been issued it is anticipated that any final agreement would cover all high school varsity sports, including; football, soccer, volleyball, basketball, baseball, softball, track, cross country and tennis.

2. **PRODUCTS:**

- a. Examples of equipment, uniform, athletic apparel and accessory products which are included in the RFP are listed below – however, this list may not be exhaustive:
  - i. Team uniforms – Ball High School Purple/Gold
  - ii. Practice gear – shorts, t-shirts
  - iii. Competition shoes – cleats, turf, training, basketball, volleyball, track, slides
  - iv. Training shoes
  - v. Team travel/warm-up suits
  - vi. Sweat pants & sweat shirts
  - vii. Coaching gear – shorts, pants, polo shirts
  - viii. Coaching shoes
  - ix. Travel bags
  - x. Strength and condition equipment
  - xi. Miscellaneous – socks, etc.

Note: In addition to uniforms, following is a partial (not comprehensive) list of potential related apparel under this program: Team Spirit Packs, Practice Gear, Student Store Offerings, and Booster Club Offerings.

3. **THE FOLLOWING SPORTS ARE COVERED IN THE RFP:**

- a. Baseball
- b. Boy's & Girls' Basketball
- c. Boy's & Girl's Cross Country
- d. Boy's & Girls' Soccer
- e. Softball
- f. Boy's & Girl's Swimming / Diving
- g. Boy's & Girl's Tennis
- h. Boy's & Girl's Track & Field
- i. Football
- j. Golf
- k. Volleyball
- l. Boy's & Girl's Powerlifting

NOTE: The District reserves the right to incorporate other sports into this RFP. The District also reserves the right to add or delete programs to the above list, as determined necessary by the District Athletic Department.

4. **WARRANTY CONDITIONS:** All furniture and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Proposer shall be an authorized dealer, distributor or manufacturer for the product. All equipment proposed shall be new unless clearly stated in writing.

5. **SAMPLES:** May be requested for the purpose of determining the quality and workmanship of the furniture/equipment being proposed. Requested samples shall be delivered to the Purchasing Department (3904 Avenue T, Galveston, TX 77550; Attn: Gwynetheia Pope) within seven (7) days from the time the vendor is notified.

1. Samples will be returned to the vendor at NO COST to the District. If sample requires assembly, the vendor **must** bring the sample assembled or assemble the item(s) at the warehouse and uncrate the item(s) left in a crate at the warehouse. GISD personnel will not be used to assemble, uncrate, unbox or repackage samples. It is the sole responsibility of the vendor to disassemble and re-package samples for return shipment, if needed. Further instruction may be given at the time the samples are requested.

6. **PRICING:**

- a. Proposal costs must disclose and include any and all fees, costs or expenses to be charged for the goods and services provided.
- b. Delivery and any storage costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by awarded vendor.
- c. The Galveston ISD is exempt from sales or use taxes. Do not include them in calculating prices.
- d. The vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the District. There will be no restocking fee for returned items that were damaged or shipped by the vendor in error.

7. **ONLINE PURCHASING:** The successful vendor or vendors shall provide:

- a. An online product catalog including list prices should be available to all stakeholders.
- b. The ability for other co-curricular programs, including but limited to Student Stores and Parent Boosters, to purchase directly from the vendor's catalog at Galveston ISD contracted prices.

- c. The ability for individual families to purchase directly from the vendor's catalog at District contracted prices.
- d. The ability for organizations associated with a school to access a school specific online store vendor site to purchase items branded or directly related to that school.
- e. The ability to limit items available for direct purchase. For example, items that will be solely available from the online store student store.

i. NOTE: The School District is Tax Exempt. Only those with a valid Tax Exemption certificate are tax exempt.

- 8. **REPORTING:** The awarded vendor(s) shall provide an annual report of;
  - a. Items purchased
  - b. Cost savings from list price and
  - c. Measure of on time delivery
- 9. **AWARD:** This RFP may be awarded to one or multiple vendors, whichever is in the best interest of the District. The District reserves the right to group any or all items for matching purposes and purchase these items from one vendor if determined that this is most advantageous to the District.

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## **SECTION 4 - EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS**

- 1. **EVALUATION CRITERIA:** The following will be considered in making the selection:  
The Proposals will be evaluated at the sole and absolute discretion of the District and its designees. The District shall consider the following criteria:
  - Cost
  - Quality of Products Offered
  - Services Provided
  - Experience and References
  - Responsiveness to RFP
- a. Each proposal submitted in response to this RFP shall focus on the above criteria. The Evaluation shall also consider those factors listed in TEC 44.031 (b) listed elsewhere in this solicitation. The District reserves the right to make additional inquiries and may request the submission of additional information.
- b. Technical approach and Proposer's grasp of project as shown by the depth, breadth, clarity, and reasonableness of proposal including a demonstrated knowledge required to implement the program. This also includes the Proposer's ability to meet the specifications set forth in the scope of work in this RFP document.
  - a. Range of Products:
  - b. Brands available for purchase
  - c. Life expectancy of brands available for purchase
  - d. Customer Service:
  - e. Ability to meet order processing requirements and provide expected purchase order and history detail
  - f. Incentives and/or additional offers to be evaluated.
- c. Demonstrated Expertise
  - a. Quality of references and level of satisfaction of present and former school district clients

## 2. PROPOSAL SUBMITTAL REQUIREMENTS:

a. PROPOSAL FORMAT: Each proposal should be prepared simply and economically. Responses shall be in the same order as the requirements listed below and in the following section.

b. PROPOSAL CONTENT: The Proposer must include the following items, or the proposal may be deemed non-responsive and rejected without any further evaluation (unless otherwise indicated herein):

1. All forms contained or listed in Section 6 in this RFP, fully completed.
2. Transmittal letter written on Proposer's letterhead with full name, Proposer's legal status (sole proprietor, partnership, corporation or other), address, telephone number, and fax number. Proposer shall include in the transmittal letter whether the Proposer's firm is national, regional, or local. Proposer shall also include the location of the office from which Proposer's work would be performed.
3. Provide a brief history of the supplier, including any supplemental information such as product catalogs, product samples, etc., which may be of assistance to the evaluation committee in determining the qualifications of the offeror responding to this RFP
4. Provide information and examples which illustrate successful past performance in projects similar to the one described in this RFP. Explain in detail the duration and extent of experience with similar school districts including name, address, and phone number of contact person for each operation.
5. Explain in detail the duration and extent of experience with similar school districts including name, address, and phone number of contact person for each operation.
6. Identify each principal of the firm and all key personnel. Include an organizational chart for the firm.
7. Identify senior-level principal who will act as the primary professional assigned to the account and describe this person's experience and qualifications. Include a resume for this senior-level principal.
8. Identify all other key staff to be assigned to the project and include brief bio for all key staff.
9. Submit annual reports or financial statements for the last three (3) consecutive years of operation. Only one copy of these statements is required. In a separately marked folder.
10. Indicate all costs to the District associated with program and define details on a price schedule. **All cost/financial information must be submitted in a separate, sealed envelope.**
11. Submit any proposed agreement required to implement this program. The District may elect to execute Proposer's agreement provided District's standard terms and conditions in this RFP are incorporated into the final agreement. Unless otherwise identified as such, the District's RFP language takes precedence in all cases.



12. **Any firm failing to submit information in accordance with the procedures set forth herein may be considered non-responsive and disqualified.**

3. **EXCEPTIONS:** Proposer shall clearly identify any proposed deviations from the language contained herein. Each exception must be clearly defined and referenced to the proper paragraph in this Solicitation. The exception shall include, at a minimum, the Proposer's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Proposer's proposal, the District will assume complete conformance with this specification and the successful Proposer will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to any language in the General Terms and Conditions may be rejected as nonresponsive. Complete Attachment E for any exceptions to this proposal.

4. **SHORTLISTING:** The District may shortlist the Proposers based upon responses to the above items. If necessary, the District will conduct interviews/demonstrations. The District will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the evaluators and to clarify their proposals through exhibition and discussion. The District will not reimburse oral presentation costs of any Proposer.

5. **PROPOSAL NEGOTIATIONS**

- a. The District may negotiate with the Offeror prior to a final agreement. If the District and is unable to negotiate a satisfactory contract with the Offeror, the District in writing, end negotiations with that Offeror and proceed to negotiate with the next Offeror until a successful contract agreement is reached or negotiations with all ranked proposers end.
- b. At its sole discretion the District reserves the right to award an agreement without negotiation based upon written proposals.

## **SECTION 5 - GENERAL TERMS AND CONDITIONS**

### **1. BILLING AND PAYMENT**

District standard terms will be Net 30 days; however, Proposers may offer a prompt payment discount in their original Proposal response such as 1%, 10 days / Net 30. Payment will be made, in arrears, in accordance with Texas Prompt Payment Act, Texas Gov't Code 2251.

### **2. EVALUATION OF PROPOSALS**

Proposal evaluation will be done based on the information provided by the Offeror. It is very important that the Offeror provide all required information as part of their Proposal. Failure to provide necessary information and documentation could result in the Proposal being rejected.

### **3. EVALUATION CRITERIA**

The Proposals will be evaluated at the sole and absolute discretion of the Galveston Independent School District and its designees. The District shall consider the following criteria.

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the District's needs;
- e. the vendor's past relationship with the District;
- f. the total long-term cost to the District to acquire the vendor's goods or services; [and]
- g. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; and
  - c. any other relevant factor specifically listed in the request for bids or proposals.

4. **APPLICABILITY:** These conditions are applicable and form a part of the contract documents in each supply and/or service contract and are a part of the terms of each purchase order for items of equipment and/or service included in the specifications and solicitation forms issued herewith. Any resulting contract shall include this solicitation, and Proposal received.

5. **PROPOSAL RESPONSE:** Unless otherwise specified, Offerors are required to submit an executed original of the Proposal. Proposal response must contain:

- a. Signed; Proposal Form
- b. Proposal Pricing
- c. Vendor Questionnaire (if applicable) and References
- d. Felony Conviction Notice Form
- e. Conflict of Interest Form. Local Government Code Chapter 176 imposes disclosure / reporting obligations on vendors. Please complete and return Conflict of Interest Questionnaire Form CIQ. See [http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm) for information.
- f. Any additional documents required by the Solicitation.

6. **THOSE WHO DO NOT PROPOSE** are requested to notify the GISD Purchasing Department in writing if they wish to receive future Proposals. Failure to do so may result in their being deleted from our prospective Bidders list.

7. **DISCLOSURES:** By signing this Proposal, a Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the Proposal submitted.

8. **DEBARRED VENDOR LIST:** All vendors submitting bids must not be debarred or otherwise suspended from doing business with government entities as evidenced by the SAM (System for Award Management) database, fka EPLS.

9. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.
10. **FUNDING OUT CLAUSE. MULTI-YEAR ACQUISITION:** Any contract for the acquisition, including lease, of real or personal property is a commitment of the District's current revenue only:
  - a. The District retains the continuing right to terminate the contract at the expiration of each budget period during the term of the contract.
  - b. It is the District's intent to execute a contract for the longest period providing the lowest total cost to the District. Any resultant contract is conditioned on a best efforts attempt by the District to obtain and appropriate funds for payment of the contract.
11. **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) executed by the Purchasing Coordinator or designee after contract award.
  - a. Any additional agreements/contracts to be signed by GISD shall be included with the Proposal for review.
  - b. Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
12. **ASSIGNMENTS AND SUBCONTRACTING:** No part of this agreement may be assigned or subcontracted without the prior written consent of the Galveston Independent School District's Purchasing Coordinator. Payment can only be made to the Contractor named in this agreement.
13. **PUBLIC RECORD:** All Proposals become the property of the District. As a governmental entity the Public Information Act, formerly known as the Open Records Act, applies to this solicitation. Accepted Proposals and any subsequent award become public records. Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid will not be considered proprietary information.
14. **CHANGES:** This Contract shall not be modified, altered, or changed except by mutual consent confirmed in writing by an authorized representative of each party to this Contract. The Director of Purchasing or designee shall administer this contract on behalf of the District. The Vendor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written Change Order. The GISD Purchasing department shall review, approve and process all changes.
15. **INDEMNITY:** Vendor shall indemnify and hold harmless the GISD and its Board of Trustees, officers, agents, employees from all suits, actions, losses, damages, claims or liability of any character, type or description, including but not limited to, all expenses of litigation, court cost, penalties, and attorney's fees the GISD incurs defending any action, suit, or claim from any source whatsoever and any of any kind or nature arising directly or indirectly on the part of vendor, its agents, servants, employees, contractors, and supplies, out of the operation under this agreement.
16. **INDEPENDENT CONTRACTOR:** The parties intend that the Contractor, in performing the specified services, will act as an independent contractor and must have control of the work and the manner in which it is performed. The Contractor will be free to contract for similar services to be performed for other employers while Contractor is under contract with District. The Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that District provides for its employees. The District and Contractor agree that the Contractor is not covered under any District insurance policy, including but not limited to the District's liability, property and casualty, or workers' compensation insurance policies. The District shall not deduct Federal Income Taxes, FICA (Social Security) or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.

17. **TERMINATION:** Any resulting contract may be terminated by the District at any time with or without cause and without penalty to the District. In the event of termination by the District prior to completion of the contract, compensation shall be prorated on the services actually performed, and the Contractor shall only be entitled to receive compensation for satisfactory work completed up to the date of termination.

18. **CANCELLATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

19. **NON-PERFORMANCE:** Whenever, in the opinion of the District, the work is neglected by the Contractor, the District may request to have the Contractor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Contractor shall be advised of so in writing. The District shall have no obligation to give the Contractor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Contractor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another.

a. In the event of default by Contractor, the District shall be liable only for payment of those services performed and accepted prior to the date of termination.

20. **CHANGES TO PROPOSAL:** The District retains the right to negotiate changes in a proposal by any offeror, and to reject any or all Proposals if none of the submissions are responsive to its needs.

21. **CHANGES IN REQUIREMENTS:** Should the District, at any time during the progress of said work, request any alterations, deviations, additions, or omissions from the said agreement, specifications, or plans, it shall be at liberty to do so. And the same shall in no way affect or make void the agreement, but will be added to or deducted from the amount of said agreement price as the case may be, by a fair and reasonable valuation subject to the mutual agreement of both parties.

22. **UNRESTRICTED QUANTITIES:** The District is not limited to purchase all or any of its requirements from any contract resulting from this solicitation/award.

23. **DELIVERIES** required in this solicitation shall be freight prepaid F.O.B. DESTINATION and prices shall include all freight, delivery charges for a total cost delivered.

24. **DISMISSAL OF UNSATISFACTORY EMPLOYEES:** If any person employed by the Contractor or any subcontractor fails or refuses to carry out the directions of the District representative, or is, in the opinion of the District representative, incompetent, unfaithful, intemperate, or disorderly; or uses threatening or abusive language to any person at the facility; or if otherwise unsatisfactory, he/she shall be removed from the work immediately, and shall not again be employed on the work except upon consent of the District representative.

25. **VENUE:** This Agreement shall be governed by the law of the State of Texas without regard to the choice-of-law rules of any jurisdiction. Venue shall be in Guadalupe County, Texas. No provision of this Agreement shall waive any immunity or defense. No provision of this Agreement is a consent to suit.

26. **NOTICE:** Any notice required by or permitted under this Agreement must be made in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

27. **CRIMINAL BACKGROUND CHECK:** All Contractors, who have a contract for services, have continuing duties related to the contract and have direct contact with students must certify to the District that it has received all criminal history information on covered employees pursuant to Texas Education Code Chapter 22, Subchapter C prior to performing the services for the District. This is an all or nothing test. If all three criteria are met then the criminal history review is mandatory. The cost of the review shall

be paid by Contractor. Covered employees with disqualifying criminal histories are prohibited from serving at a school District. The Contractor selected may also be required to provide a list of personnel who will be assigned to do the work. When requested this information must be furnished within twenty-four (24) hours, and shall apply to any new personnel due to employee turnover.

- a. The District reserves the right to review the personal background and conduct security clearances on the Contractor's assigned personnel. The Contractor shall certify that all employees assigned to work under the contract have successfully passed a criminal background check, prior to assignment. The Contractor shall cooperate with the District authorities and shall comply with all regulations in effect during the contract period.
- b. Upon the request of the District, the successful bidder may be required to provide the names of all persons who may be assigned to do the work on the contract for the purpose of completing a criminal background check. The following information shall be provided with each name to the District: date of birth, Texas driver's license number, and current address.
- c. Any person or persons not acceptable to the District shall be prohibited from working on the contract.

**DISCLOSURE OF INTERESTED PARTIES:** A Successful offeror shall provide a notarized Form 1295 before any award of contract by our Board of Trustees. The Texas Legislature adopted House Bill 1295 in 2015. HB 1295 added Section 2252.908 to the Government Code. Under this law, any business entity that enters into a contract with GISD that requires the approval of the Board of Trustees must submit a "Disclosure of Interested Parties" to the District prior to the execution of the contract. This form, the "Disclosure of Interested Parties" form was promulgated by the Texas Ethics Commission.

For additional information the Texas Ethics Commission's website is: [www.ethics.state.tx.us][www.ethics.state.tx.us](http://www.ethics.state.tx.us). The area of their website pertaining to Form 1295 is: [www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm.] [www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

## 29. **DISPUTE RESOLUTION**

The laws of the State of Texas shall govern this agreement and performance hereunder. The District and Contractor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

- a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.
- b. In the event the District and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

At all times during the course of any dispute resolution process, the Contractor shall continue diligently and without delay to perform the services and obligations of the Agreement

30. **INVOICING:** Send the original invoices to: Attention: Accounts Payable,  
Galveston ISD  
3904 Avenue T  
Galveston, TX 77550

- a. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "ship to" addresses; contract Purchase Order number (PO#); quantities; item descriptions, unit prices and extensions; fees; and an invoice total.

- b. For payment purposes, the contractor shall obtain PO # from the District for each separate order/invoicing. These are individually numbered for control purposes, and each separate order/invoicing will require a unique PO# to be issued to the Contractor by the District. If the PO# does not appear on the contractor's invoice, payment may be delayed.
- c. The Contractor is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid.

31. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES:** Chapter 2252, of the Texas Government Code was amended to update state contract law to prohibit governmental entities from contracting with companies engaged in active business operations with Sudan, Iran, or a foreign terrorist organization. The intent of this change is to ensure that Texas taxpayers' dollars are not spent on companies engaged in business with other nation states or terrorist organizations that are anathema to the policy interests of the United States or the State of Texas.

32. **DEFINITIONS**

We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document

- a. "Proponent" "Vendor" "Bidder" "Offeror" means responder to the Request for Proposal and the individual, partnership, and sole proprietorship or Corporation executing the Contract and shall include any agent, employee, officer, director, supplier or sub-contractor of the Vendor pursuant to the Contract.
- b. "GISD" "Galveston Independent School District", "District", the Board of Trustees, its students, employees and agents.
- c. "Solicitation", used to describe a Request for Proposal, Request for Competitive Sealed Proposal, Request for Bids or other solicitation document.
- d. "PO" or "Purchase Order" "Agreement" "Contract" means a document that will be issued by the Galveston Independent School District to formalize the agreement with the successful Proponent.
- e. "Shall", "must", "will", "mandatory" means a requirement that must be met for the submission to receive consideration.
- f. "Service", "Services", "Work" shall mean the products/services supplied to the Galveston Independent School District in accordance with the specifications, terms and conditions stated in this Request for Proposal.
- g. "Supplier" - A business entity engaged in the business of providing contract supplies/services.
- h. "Bidder" - A business entity submitting a Response to this RFP. Suppliers which may express interest in this RFP, but which do not submit a Response, have no obligations with respect to the bid requirements.
- i. "Contractor" - The Offeror(s) whose Response to this RFP is evaluated as meeting the needs of GISD. Contractor(s) will be selected for award, and will enter into a contract(s) for provision of the services described in the RFP.
- j. "Subcontractor" - A company that enters into a business relationship with the Contractor. The Contractor may seek to place employees of the Subcontractor for the services described in the RFP.
- k. "Contractor's Employee" - All persons who can be offered to provide the services described in the RFP. All employees of the Contractor and the Subcontractor must be covered by the

insurance programs normally provided to persons employed by a company (ex: Worker's Comp, etc.).

I. "Response" - The written, signed and sealed document submitted according to the RFP instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response. Verbal interactions will not be binding on GISD or Contractor(s) with respect to requirements stated within this RFP or resulting contractual obligations.

## **SECTION 6 – REQUIRED FORMS**

### **FORMS INCLUDED IN THIS SOLICITATION DOCUMENT**

1. Proposal Form - Attachment A
2. References -Attachment B
3. Exceptions To This Solicitation - Attachment C
4. Felony Conviction - Attachment D
5. Conflict of Interest Form CIQ – Attachment E
6. Certificate of Residency – Attachment F
7. Verification –Attachment G
8. Cost Sheet – Attachment H
9. Proposal Checklist – Attachment I

## ATTACHMENT A

### PROPOSAL FORM

**Failure to complete this form shall result in your Proposal being deemed non-responsive and rejected without further evaluation.**

We, \_\_\_\_\_ ,  
(Company Name)

of, \_\_\_\_\_ ,  
(Business Address) (Zip Code)

The undersigned, having fully and carefully read and examined the Request for Proposal (RFP) Documents, Enclosures and Addenda, hereby offers to Galveston Independent School District a Proposal to **Provide Exclusive Athletic Apparel** in accordance with the solicitation documents, and addenda at the place, price and in a manner set out therein and certifies the following;

a. Represents that to the best of its knowledge it is not indebted to the Galveston Independent School District. Indebtedness to the District shall be basis for the non-award and/or cancellation of any award.

b. Certifies that no suspension or debarment is in place that would preclude receiving a federally funded contract.

c. The undersigned affirms that they are duly authorized to execute this contract, to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included herein, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Bidder, and that the contents of this Proposal as to prices, terms or conditions of said Proposal 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 solicitation.

d. Furthermore, no gift has been given to District personnel as consideration for award or possible award of any contract.

### ADDENDA ACKNOWLEDGEMENT

Acknowledgement is hereby made of receipt of the following addenda to this PROPOSAL document:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ pages

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ pages

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_, \_\_\_\_\_ pages

Signatures: Signed and submitted by:

\_\_\_\_\_  
(Signature of person authorized to sign)(Print name of person authorized to sign)

Name of person to contact regarding this Proposal:

Title:Telephone #:

FAX:E-Mail:



## ATTACHMENT B

### REFERENCES

Provide a minimum of three (3) references that Respondent has provided like services to within the past three (3) years, **preferably with K-12 School Districts**. The contact person named should be familiar with the day-to-day management of the contract and **be willing to respond to questions** regarding the type, level, and quality of service provided.

#### Reference 1:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

#### Reference 2:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

#### Reference 3:

Company/District Name:

Contact Name/Title:

Business Address

Contact Phone #:

Contact Email Address:

Date(s) of Contract:

## EXCEPTIONS TO THIS SOLICITATION

Note: Each exception must be clearly defined and reference the proper Section and Paragraph in this Solicitation.

## ATTACHMENT D

### FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION (**Sign under ITEM A**)

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

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

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

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

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

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

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

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

Name of Felon(s): \_\_\_\_\_  
(Attach additional sheet if necessary.)

Details of Conviction(s): \_\_\_\_\_  
(Attach additional sheet if necessary.)

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

Page Break

# ATTACHMENT E CONFLICT OF INTEREST FORM

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; margin-top: 5px;"></div>	<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>	
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 40px; margin-top: 5px; text-align: center; padding-top: 10px;">             Name of Officer           </div>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="border: 1px solid black; height: 150px; margin-top: 10px;"></div> <div style="margin-top: 10px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <div style="border: 1px solid black; height: 60px; margin-top: 5px;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <p>_____ Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>		

## ATTACHMENT F

### CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors, this law can be found in the Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for local Texas school districts to determine the residency of vendors. In part, this law reads follows:

“Section: 2252.001

3. ‘Non-resident bidder’ refers to a person who is not a resident.

4. ‘Resident bidder’ refers to a person whose principal place of business in this state, including a Contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002

A governmental entity may not award a government contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.”

I certify that \_\_\_\_\_ (Name of Company Bidding) is,  
under Section: 2252.001 (3) and (4),

A Resident Bidder \_\_\_\_\_ A Non-resident Bidder \_\_\_\_\_

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_  
In the state of \_\_\_\_\_

\_\_\_\_\_  
By: Signature of authorized Company Representative

\_\_\_\_\_  
Print Name/Title Date

**PLEASE RETURN COMPLETED FORM WITH PROPOSAL**

## ATTACHMENT G

### Verification

I, \_\_\_\_\_ (*Printed name*), the undersigned representative

of \_\_\_\_\_ (*Company or Business Name*)

(Hereafter referred to as company) being an adult over the age of eighteen (18) years of age do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

\_\_\_\_\_  
DATE SIGNATURE OF COMPANY REPRESENTATIVE

NOTE: The 85<sup>th</sup> Legislature Amended Subtitle F, Title 10, Government Code, by adding Chapter 2270. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. Prohibits a governmental entity from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract.

## Attachment H

### Cost Sheet

Point Categories:	Number of Points Possible
1. Pricing	30
2. Discount*	20
3. Experience including References	25
4. Additional Incentives**	25

Vendors will be awarded points in the following categories:

\*Sample Discounts could be:

5. Volume: 40% on all products

6. Tiered: Purchases up to \$ \_\_\_\_\_ will receive a \_\_\_\_% discount

○ \$ \_\_\_\_\_ - \$ \_\_\_\_\_ will receive an \_\_\_\_% discount

○ \$ \_\_\_\_\_ and up will receive a \_\_\_\_% discount

7. Product Line: Uniforms will receive \_\_\_\_% discount

▪ Equipment will receive \_\_\_\_% discount

▪ Accessories will receive \_\_\_\_% discount

\*\*Sample additional Incentives may include, but are not limited to:

○ Fees for 100% exclusivity

○ Incentive Bonuses tied to annual expenditure thresholds

○ Promotional Merchandise

Vendors must provide a separate, signed proposal page outlining any proposed discounts from clothing manufacturer (such as Nike, Under Armor, Adidas, etc.)

Website: \_\_\_\_\_

Name of Product Manufacturer: \_\_\_\_\_

Cost to create an embroidery tape: \_\_\_\_\_

Cost to create silk screens: \_\_\_\_\_

Cost to create Campus logo

(One time charge): \_\_\_\_\_

Cost per item to embroider: \_\_\_\_\_

Cost per item to screen: \_\_\_\_\_

How will items be shipped/delivered: \_\_\_\_\_

Proposed Discount (if applicable): \_\_\_\_\_

Detailed Description of Promotional Merchandise Package (use additional sheet if necessary:

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# **ATTACHMENT I** **PROPOSAL CHECKLIST**

Use this checklist to ensure that all required documents have been included in the proposal and that they appear in the correct order.

Placement Order in Proposal	Document	Check to Indicate included in Proposal
1	*Proposal Form - Attachment A	
2	References - Attachment B	
3	Exceptions to this Solicitation - Attachment C	
4	*Felony Conviction Notice – Attachment D	
5	*Conflict of Interest Form CIQ - Attachment E	
6	*Certificate of Residency - Attachment F	
7	*Verification -- Attachment G	
8	Cost Sheet - Attachment H	

Documents marked with an asterisk (\*) on this checklist require a signature. Be sure they are signed prior to submitting proposal.