Cordial Vendors,

The Edcouch-Elsa Independent School District requests Sealed Proposals from interested vendors for **Athletic Supplies**.

Proposals must be delivered Sealed in order to be considered. Proposals must be plainly marked on the outside of the envelope: **“Sealed Proposal – Athletic Supplies #2020-006”**.

Sealed Proposals must be received at the Business Office of the Edcouch-Elsa Independent School District, 920 W. Santa Rosa Ave., Edcouch, Texas, during regular business hours or mailed to P.O. Box 127, Edcouch, Texas, 78538 anytime prior to the deadline. Deadline for Sealed Proposals will be **Tuesday, July 28, 2020 at 2:00 P.M.** at the Business Office in the original form as sent out, located at 920 W. Santa Rosa Ave., Edcouch, Texas. **The Business Office is open Monday through Thursday only.** To be considered, proposals must arrive at the Business Office by the specified time, specs will be made available on the district website.

The Board of Trustees reserves the right to reject any or all Sealed Proposals when it appears to be in the best interest of the District. It also reserves the right to cancel an order if items are not delivered on the date specified.

The Edcouch-Elsa I.S.D. is a tax-exempt organization.

All quoted prices must be F.O.B., Elsa, Texas.

Sincerely,

Ms. Sylvia Garza,
Business Manager
STANDARD TERMS AND CONDITIONS


2) All delivery charges shall be included in the price. Delivery shall be F.O.B. Elsa, TX 78543.

3) Samples may be requested for testing by Edcouch-Elsa ISD. Any sample that fails testing shall be considered sufficient reason to reject a proposal.

4) The Proposal award shall be based on, but not necessary limited to, the following factors:
   a) Unit Price
   b) Total Proposal Price
   c) Delivery Date
   d) Results of Testing Sample
   e) Special Needs of Edcouch-Elsa ISD
   f) Edcouch-Elsa ISD Experience with Product
   g) Vendors Past Performance with Edcouch-Elsa ISD

5) Invoices and statements shall be sent directly to the Edcouch-Elsa ISD, Business Office, P.O. Box 127, Edcouch, Texas 78538. Payments are processed according to the Vernon’s Texas Civil Statues, Article 601f, the Prompt Payment Act, and after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Edcouch-Elsa ISD purchase order number.

6) Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term “or equal” if not inserted, shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The District reserves the right to waive any or all technicalities and formalities, and shall be the sole judge in determining equality.
7) If submitting proposal on other than that specified, proposal must indicate manufacturer and brand model of the article offered.

8) When the vendor cannot abide by terms and conditions in fulfilling his contract, vendor must supply service or supplies from other sources at proposal price. If vendor delays in this, the Edcouch-Elsa ISD reserves the right to purchase on the open market, and charge the vendor who submitted proposal, the difference between the purchase order price and the contract price.

9) Edcouch-Elsa ISD reserves the right to reject any and/or all proposals and to make awards on the individual items as they may appear to be most advantageous to the District and to waive all formalities in bidding. Proposals received after the time and date specified will not be considered and shall be returned to the vendor unopened.

10) All furniture/equipment/supplies must be new.

11) The District reserves the right to buy any or all supplies from any vendor.

12) The District reserves the right to award the proposal in its entirety, partially, or reject it completely.

13) The District reserves the right to increase the number of articles called for in any item of the specifications or to reject items entirely. Proposals will be adjusted in accordance with the unit price quoted therein.

14) Except as otherwise specified, the vendor warrants and guarantees all work against defects in materials, equipment or workmanship for one year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the vendor shall remedy the defects and replace any property damaged occurring within the warranty and guarantee period.

15) Neither the final payment nor any provision of the purchase order shall relieve the vendor of responsibility for faulty materials or workmanship. If the vendor, after notice by the District, fails to proceed promptly to comply with the terms of the warranty and guarantee, the District may have the defects corrected and the vendor and his surety shall be liable for all expenses incurred.

16) The vendor shall be responsible for packing shipping, freight, express charges, and hauling charges, and shall see that all containers delivered to the site are new and unopened.

17) The vendor shall be responsible for any claims against the carrier for any concealed damage. Any damaged articles shall be replaced, repaired, or refinshed and left in perfect condition.
18) The Vendor shall begin his work upon receipt of a purchase order from the District.

19) Furniture/equipment/supplies shall be delivered no later than thirty (30) days after receiving purchase order(s), unless, an extension of time has been granted in writing by the Edcouch-Elsa ISD.

20) Proposal not submitted on District’s proposal form will be rejected.

21) All purchase orders must be accompanied by an original purchase order form with all authorized approved signatures. All invoices submitted for payment must include the approved purchase order number.

DIRECT ALL QUESTIONS REGARDING PROPOSAL TO:

Coach Christian Navarro
P.O. Box 127
Edcouch, Texas 78538
(956) 262-6058

_____________________________________________
Signature of Authorized Vendor
The undersigned certifies that:

a) This Proposal was exclusively developed and prepared without collusion with any competing proposer.

b) The content of this Proposal has not and will not knowingly be disclosed to any competing or potential competing proposer prior to the opening date, time and place specified.

c) No act to persuade any person, partnership or corporation to submit or withhold a Proposal has been made.

d) The undersigned warrants having a complete understanding regarding the accuracy of the statements in this certificate and the penalties applicable to the Proposing vendor and signatory representing the Proposer.

Company Name:_________________________________________________________

Address of Company:_____________________________________________________

Name of Company Representative:__________________________________________

Authorized Signature:____________________________________________________

Signatory Name and Title (Printed): _________________________________________

Telephone:_____________________________________________________________

Fax:#_________________________________________________________________

Date:_________________________________________________________________
State of Texas Legislative Senate Bill No. 1, § 44.034, “Notification of Criminal History”, subsection (a) states. “A person or a 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 of business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

PLEASE MARK THE APPROPRIATE BOX AND SIGN IN THE SPACE(S) PROVIDED

The undersigned agent for the business entity designated certifies that the notification of felony information provided was read and the information is true and correct to the best of his/her knowledge.

Name________________________________________________________________________

Authorized Official’s printed name_________________________________________________

☐ My Business entity is a publicly-held corporation; therefore, this requirement does not apply.

Name________________________________________________________________________

Authorized official’s printed name_________________________________________________

☐ My business entity is neither owned nor operated by a convicted felon.

Name________________________________________________________________________

Authorized official’s printed name_________________________________________________

☐ My business entity is owned and operated by the convicted felon(s) described below:

Name of Felon ________________________________________________________________

Details of Conviction(s)_____________________________________________________

________________________________________________________________________

Authorized official’s signature______________________________________________