EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT
411 North 8th/DRAWER 990
EDINBURG, TEXAS 78541
PH: (956) 289-2311
FX: (956) 383-7687

Request for PROPOSALS

This Proposal includes the following forms:

- Intent to Bid
- Vendor Check List
- Standard Terms & Conditions
- Felony Conviction Notification
- Conflict of Interest Questionnaire
- Certification of Interested Parties Example
- Deviation Form
- Authorization for W-9/Direct Deposit
- Special Terms & Conditions
- ATTACHMENT: Proposal Forms

NO: 19-103

TITLE: FITNESS GYM SERVICES/ MEMBERSHIP

CLOSING TIME/DATE:
Closing Time: 4:30 P.M.
Closing Date: April 10, 2019

BUYER:
ClauDina Longoria, Senior Buyer
Phone: 956-289-2311, Ext.2135
Fax: 956-383-7687
Email: d.longoria@ecisd.us

DELIVER BIDS TO:
Edinburg CISD
Office of the Purchasing Coordinator
411 North 8th Ave, 2nd Floor
Edinburg, TX 78540

Amaro Tijerina 3/22/19
Purchasing Coordinator Date

DATE WEBBED: March 22, 2019

*Do not deliver Bids/CSPs/RFPs/RFQs to other ECISD locations. All Bids/CSPs/RFPs/RFQs must be delivered to the delivery address above on or before the Bids/CSPs/RFP/RFQs closing time/date. Purchasing will not be responsible for late submittals as per Board Policy CH (LOCAL).

Vendor Certification

The undersigned, by his/her signature, represents the he/she is authorized to bind the bidder to fully comply with the terms and conditions on this bid, including all forms and attachments included herein, for the amount(s) shown on the accompanying bid form(s), if accepted within sixty (60) calendar days after bid opening. **Note: Bidder is strongly encouraged to read the entire Solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

Firm Name:_____

Address:_____

City:_____

State:_____ Zip:_____

(Signature of Person Authorized to Sign Bid)

Printed Name:_____
(Please print or type name above)

Telephone 1-800-_____

Or:_____

Fax:_____

Web Address:_____

Email:_____

Date:_____

Title:_____

I can deliver in _____ days. Early Payment Discount_____% if Paid in ___ Days, Net 30

INTENT TO BID

Fax, this **page only,** if solicitation was not faxed or e-mailed directly to your company. All other solicitation documents must be enclosed in a sealed envelope and mailed to the Purchasing Department.

This page is required if solicitation was downloaded without receiving an invitation by the District. Please complete and fax to 956-383-7687 immediately in order to be added to the vendor list and receive addendums or updates regarding this solicitation. It is the intent of the Purchasing Department to ensure that all interested vendors receive addendums or updates, but it will be the vendor's responsibility to check the Purchasing site periodically. If there are addendums posted on the site and your company has not been notified by fax or e-mail, it will be the vendor's responsibility to download from Purchasing site and make sure to include with their packet.

The Edinburg CISD Purchasing solicitations and addendums are available on line at www.ecisd.us.

NAME: _____

TITLE: _____

ORGANIZATION: _____

STREET ADDRESS: _____

STREET ADDRESS 2: _____

CITY: _____

STATE: _____

ZIP CODE: _____

WORK PHONE: _____

FAX: _____

E-MAIL: _____

WEB SITE: _____

VENDOR CHECK LIST

1. Signed Standard Terms & Conditions	___ Yes	___ No
2. Signed Felony Conviction Notification	___ Yes	___ No
3. Signed Conflict of Interest Questionnaire	___ Yes	___ No
4. Signed Deviation Form	___ Yes	___ No
5. Read and understood Special Terms & Conditions	___ Yes	___ No
6. Filled out Bid Form	___ Yes	___ No
7. Completed & submitted W9/Authorization for Direct Deposit Form	___ Yes	___ No
8. Signed Certification of Interested Parties (Form 1295)	___ Yes	___ No
9. Completed & signed Vendor Check List	___ Yes	___ No

I have read all the specifications and general bid requirements and do hereby certify that all items submitted meet all specifications, conditions, and instructions of said solicitation, and will follow District policy DBD (Local). The signature below confirms that our company will enter into a binding contract with Edinburg CISD for item(s) awarded to our company.

Company Name

Print/Type Signature Name

Authorized Signature Date

Official Title

STANDARD TERMS & CONDITIONS

(REVISED SEPTEMBER 2018)

PLEASE READ THE FOLLOWING CAREFULLY, AND RETURN THE SIGNATURE PAGE WITH YOUR BID OR PROPOSAL.

The following terms and conditions are requirements that are binding upon the vendor awarded the bid and they communicate the Edinburg School District's expectations in regard to the bidder's performance in connection with the district's purchase.

1. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows:
 a. Seller's name and address:
 b. Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable;
 c. Container number and total number of containers, e.g. box 1 of 4 boxes; and the number of the container bearing the packing slip.
 d. Seller shall bear cost of packaging unless otherwise provided.
 e. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications.
 f. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **Shipment under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in bid:

5. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."

7. **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice. Mail to:

 Edinburg Consolidated Independent School District
 Attn.: Accounts Payable Department
 Drawer 990
 Edinburg, Texas 78540-0990

8. **Payments:** The payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Accounts Payable Department advised of any changes in your remittance addresses.

9. **Taxes:** Do not include Federal Excise, State or City Sales Tax. School District shall furnish tax exemption certificate, if required.

10. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

11. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

12. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

14. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 15 working days, correction made by Buyer will be at Seller's expense.

15. **No Warranty by Buyer against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, the Seller will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

16. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.

17. **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.

18. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

19. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

20. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

21. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

22. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

23. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

24. **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.

25. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

26. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

27. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

28. **Prohibition Against Personal Interest in Contracts:** Any board member which 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. Chapter 171.

29. **Penalties for Non-Performance:** If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the Edinburg Consolidated Independent School District reserves the right to:
 a. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
 b. Deduct such charges from existing invoice totals due at the time, or
 c, Cancel the contract within thirty (30) days written notification of intent

30. **Right to Investigate**:
 a. Capacity
 b. Financial Information
 c. Business Records (Federally Funded Contracts)

31. **Bidder Qualification:** Bidders not on the District's bid list, may be required to prove their qualifications concerning the following criteria:
 a. Financial capabilities
 b. Bonding status
 c. Contractual history (references)
 d. Ability to fulfill and abide by the terms and specifications
 e. Quality and stability of product and sources

32. **District Bid Forms:** Bid proposal not submitted on District's bid forms will be rejected. Faxed or e-mail submittals will not be accepted. These forms of submittals will be destroyed or deleted and the vendor will be notified immediately.

33. **Addendums:** It will be the Vendors responsibility to check the Purchasing website periodically for any and all addendums. It is also at the Districts discretion to fax or email addendums as deemed necessary.

34. **Delinquent School Taxes:** The Edinburg CISD shall not do business with any individual or company that is delinquent in the payment of their school taxes. In accordance with law, the District shall not enter into a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low Contractor or successful proposer indebted to the District.

 _____ I am not a delinquent taxpayer to the Edinburg CISD.

 _____ I am a delinquent taxpayer to Edinburg ISD (your bid may be disqualified if your debt is not cleared prior to award.)

35. **"OR EQUAL" Products:** 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 shall be the sole judge in determining equality, technicalities and formalities. Bidders offering substitute items must indicate manufacturer's name and model number.

36. **Deviation(s)** – Any deviation(s) to the specification(s) shall be listed on a separate sheet(s) of paper and attached to the bid response form identifying the section number, component(s) with deviation(s) and a clearly defined explanation for the deviation(s). It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

37. **Right to award:** The District reserves the right to award the bid in its entirety, partially, or reject it. The District reserves the right to buy any and/or all supplies from any vendor.

38. **Right to increase or decrease quantities:** The District reserves the right to increase or decrease the number of articles called for in any item of the specifications or to eliminate items entirely. Bidder's proposal will be adjusted in accordance with the unit price quoted therein.

39. **Renewal Option for Term Contracts:** There will be a renewal option to extend this term contracts, if applicable, for an additional one (1) year period if all parties agree to the renewal in writing and all bid prices, discounts, terms and conditions remain the same. In no instance shall this extension be considered automatic.

40. **Warranty & Guarantees:** Except as otherwise specified, the bidder warrants and guarantees all work against defects in materials, equipment or workmanship for one (1) year from the date of final acceptance. Upon receipt of written notice from the District of the discovery of any defects, the bidder shall remedy the defects and replace any property damaged there from occurring within the warranty and guarantee period.

41. **Evaluation Factors:** The bid award shall be based on the following evaluation factors:
 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

42. **Non-Collusive Bidding Certification:** By submission of this bid or proposal, the bidder certifies that:
 a. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor;
 b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
 c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf.

43. **EEOC Non-Discrimination Statement:** It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

44. **Conflict of Interest Disclosure:** Pursuant to Chapter 176, Texas Local Government Code, vendors doing or seeking to do business with Edinburg CISD must submit a Conflict of Interest disclosure form if they have a business relationship as defined by Section 176.001 (1-a) with a local government entity and meet the disclosure requirements of Section 176.006(a). A person commits an offense (Class C misdemeanor) if they knowingly violate Section 176.006, Local Government Code.

45. **Certificate of Interested Parties:** All Bids, CSPs, RFPs, RFQs prior to award or award of Contract by the School Board will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor. All Vendors being recommended to the Board of Trustees for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be submitted as a required form for this solicitation. There is no charge for this TEC online process.

 Texas Ethics Commission (TEC) Form 1295 must be completed (by firm – on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). The TEC website includes Question/Answers and Video instructions.

46. **Declaration of Business Location** – Texas Education Code 44.031 (b)(8). By signing below, Contractor certified the Contractor's or the Contractor's ultimate parent company or majority owner:

 _____A. Has its principal place of business in the State of Texas; OR _____B. Employs at least 500 persons in the State of Texas

 _____C. Principal Place of business is not in the State of Texas: _____(City,State)

47. **Owner(s) Name of Business**: By signing below, Contractor certified the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A.)

 _____ _____
 _____ _____
 _____ _____
 _____ _____
 _____ _____
 _____ _____

48. **Texas Historically Underutilized Business (HUB)** - Texas Education Code 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm: Contractor certified the Bidder's company is HUB certified with the State of Texas.

 _____ I am an Active certified HUB vendor. HUB expiration date: _____

 _____ Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms

 _____ I am neither.

49. **Criminal History Record Information Review of Certain Contract Employees:** By signing below, the Contractor agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Contractor, if awarded a contract, shall obtain criminal history record information through the

criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The contractor agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Contractor further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check 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 District property or the location where students are present.

_____ None of my employees and any of the subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

_____ Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

1. I have obtained all required criminal history record information regarding all of my employees and/or my subcontractors. None of my employees and/or my subcontractors has any conviction or other criminal history information if a the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedures; or (c) an equivalent offense under federal law or the laws of another state. IF AVAILABLE, ATTACH A COPY OF YOUR FAST PASS RECEIPT.

2. If you received information that any of my employees and/or subcontractors subsequently has a reported criminal history, I will immediately remove the covered employee from contract duties and notify the District in writing immediately.

3. I will provide the District with the names and any other requested information regarding any of my employees and/or subcontractors so the District may obtain criminal history record information if awarded a contract.

4. If the District objects to the assignment of any of my employees and/or subcontractors, I agree to discontinue using the individual to provide services to the District.

50. **Contract Provisions for contracts under Federal Awards:** By submission of this bid, Contractor agrees to comply with the following provisions.

50.1 Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council (Councils) as authorized by 41 U.S.C.1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

50.2 All contracts in excess of $10,000 must address termination for cause and for convenience including the manner by which it will be effected and the basis for settlement.

50.3 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

50.4 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $12,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148 as supplemented by Department of Labor regulations (29 CRF Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Finance and Assisted Construction"). In accordance with the statue, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (20 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from including, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The entity must repair all suspected or reported violation to the Federal awarding agency.

50.5 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no

laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

50.6 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

50.7 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

50.8 Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

50.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the award.

50.10 A an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

51. Debarment and Suspension (Executive Orders 12549 and 12689): By signing below Contractor certified that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

52. Vendor must comply with H.B. No. 89 Chapter 2270. Prohibition on Contracts with Companies Boycotting Israel.

I, the undersigned authorize agent for the company named below, certify that the information concerning Section 1-52 listed above has been reviewed by me and the information furnished is true to the best of my knowledge. I further certify that I agree to comply with Sections 1-52 listed above.

Print/Type Signature Name _____ Official Title _____

Authorized Signature _____ Date _____

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 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 the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice Is Not Required of a Publicly-Held Corporation

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

Vendor's Name

Authorized Company Official's Name (Printed)

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:

Names of Felon(s)

Details of Conviction(s)

Signature of Company Official

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by the H.B. 1491 80th Leg., Regular Session.

OFFICE USE ONLY
Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 **Name of person doing business with local governmental entity.**

2

☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attached additional pages to this form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income,

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

CERTIFICATION OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295
Edinburg Consolidated Independent School District is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Edinburg CISD from entering into a contract resulting from a Bid, CSP, RFP, RFQ, Inter-local Cooperative Quote with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to Edinburg CISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a "business entity," vendors must electronically complete, print, manually fill out Unsworn Declaration portion and sign. Once form is completed, submit with your proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission's website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity.
- The completed Form 1295 with the certification of filing must be filed with Edinburg Consolidated Independent School District by including a copy of the completed form with the proposal response.
- Edinburg CISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After Edinburg CISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from Edinburg CISD.

Instructions to Vendors:

1. **Read these instructions,**
2. **Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,**
3. **Register and complete Form 1295 online - include the bid/proposal # and the contract/(Bid,CSP,RFQ,RFP name,**
4. **Print a copy of the submitted Form 1295 and sign - it will have a certification # in the top right corner,**
5. **Include a copy of the completed, signed Form 1295 with the proposal response.**

Definitions:

- **Interested Party:** a person who:
 1) has controlling interest in a business entity with whom Edinburg CISD contracts; or
 2) actively participates in facilitating a contract or negotiating the terms of a contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Controlling Interest** means:
 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 1) receives compensation from the business entity for the person's participation;
 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 3) is not an employee of the business entity.
- **Business Entity:** includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html

Instructional Video – How to Create a Certificate:

- https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html

A person or business entity entering into a contract and/or agreement with ECISD is required by the new Government Code Statute 2252.908, to complete Form 1295 "Certificate of Interested Parties". This form must be submitted online at http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, Unsworn Declaration must be manually filled out and signed. Submit form along with this solicitation documents. IF Form 1295 is not submitted along with this solicitation documents, your response may be considered "non-responsive" and may be disqualified.

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:

Date Filed:

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Vendor Name

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Edinburg CISD

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 services, goods, or other property to be provided under the contract.

Use District's Proposal # & Proposal Title located on cover page of solicitation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

Example

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

DEVIATION FORM

(This form must be signed)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.

2. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations.

3. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.

4. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations: _____ YES - Deviations: _____

List any deviations your company is submitting below: (List on separate page, if necessary)

Company Name

Print Name of Authorized Company Official

Signature of Authorized Company Official

Edinburg Consolidated Independent School District Substitute W-9 & Direct Deposit Authorization Form

Complete form if: 1. You are a U.S. entity (including a resident alien) 2. You are a vendor that provides goods or services to ECISD; AND 3. You will receive payment from the Edinburg Consolidated ISD	New Request ☐	Update – Select from the following: Tax ID ☐ Legal Name ☐ Vendor Order Address ☐ Direct Deposit ☐ Contact Information ☐ Vendor Payment Address ☐

Individual/Company/Entity Legal Name (Must match TIN below): _____

DBA Name (IF Applicable): _____

Taxpayer Identification Number (TIN) ____-_____

OR

Federal Tax ID Number (FID) -

SSN – Individual/Sole Proprietor - -

Vendor Contact Information:

Name: Title: Phone: Fax:

Vendor Type – Select5 only one of the following boxes:

☐ Individual/Sole Proprietorship ☐ C-Corporation ☐ S-Corporation ☐ Partnership ☐ Trust/Estate ☐ Other: Explain

☐ Limited Liability Company (LLC). Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____

☐ Exempt payee code (if any)_____ ☐ Exemption from FATCA reporting code (if any) _____

Order Address:

Street/PO Box: _____

Second Line: _____

City: State: Zip Code:

Payment Remittance Address:

☐ Check if Order Address is same as Payment Address

Street/PO Box: _____

Second Line: _____

City: State: Zip Code:

Banking Information:

In an effort to process your payment faster, we request that you complete the ACH enrollment section below. All fields must be completed for direct deposit setup. Attach a voided check or letter from your financial institution.

Account Type: Checking ☐ Savings ☐

Email for Direct Deposit Notification: _____

Bank Name: _____

ABA Routing Number: _____

Bank Address: _____

Account Number: _____

City: State: Zip Code:

Phone: Fax:

W-9 Certification

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for anumber to be issued to me), AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
3. I am a U.S. citizen or other U.S. person.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions, to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Signature: _____ Date: _____

Print Name/Title:

Direct Deposit Authorization and Agreement

I authorize Edinburg Consolidated Independent School District (ECISD) to initiate direct deposit of funds to the account and financial institution indicated above, and to recover funds deposited in error in necessary, in compliance with Texas and U.S. Law, and the Automatic Clearing House (ACH) rules. I understand that:

1. It is my responsibility to provide accurate and current banking information.

Notification of direct deposits will be by e-mail; and it is my responsibility to provide a valid e-mail address.

2. It is my responsibility to verify payment has been credited to my account, and that ECISD assumes no liability for overdrafts for any reasons.

3. This authorization will remain in effect until; (a) a written request is received from a vendor officer to change or terminate direct deposit agreement; (b) notification is sent by my bank that the account is no longer valid.

Signature: _____ Date: _____

Print Name/Title:

Send completed form to: ECISD requestor or:
Mail to: Edinburg Consolidated Independent School District, ATTN: Accounts Payable, PO Box 990, Edinburg, TX 78540 **OR**; E-mail: ECISDinvoice@ecisd.us, **OR**; Fax: 956-383-4354. Any Questions on this form, call 956-289-2300 ext. 2074

Finance Office Use Only: Updated Record on: Updated by: Bank Code: Vendor #:

SPECIAL TERMS & CONDITIONS

1. **INTENTION**: It is the intention of the Board of Trustees of the Edinburg Consolidated Independent School District to receive proposals from interested vendors to select vendor(s) offering the best value for **FITNESS GYM SERVICES/MEMBERSHIP.**

2. **CONTACT**: Please call ClauDina Longoria at 956-289-2311, ext. 2135 or e-mail to d.longoria@ecisd.us if you have any questions regarding this bid.

3. **CONTRACT SERVICE PERIOD**: This is a term contract beginning September 1, 2019 or soon thereafter and ending August 31, 2020.

4. **RENEWAL CLAUSE**: This contract may be renewed for an additional two (2) one (1) year TERM CONTRACT PERIOD, renewed annually, if the vendor and the Edinburg CISD agree and no increases in cost are incurred except for the growth of the district.

5. **EEOC NON-DISCRIMINATION STATEMENT**: It is the policy of Edinburg CISD not to discriminate on the basis of sex, age, handicap, religion, race, color, or national origin in its educational programs.

6. **PAYMENT INFORMATION**: Payments will be made on the District's regular payment schedule.

7. **TERMS**: Net 30 unless otherwise noted as an exception.

8. **ADDENDUMS:** It will be the vendor's responsibility to check the Purchasing Website for any addendums or additional information. ECISD website is www.ecisd.us. Click on Departments, then Purchasing. Once at the Purchasing site, locate the calendar list in middle and click on title of the solicitation. If you do not see it on the list, click the month button on top and you will see complete month with all solicitations the District is currently seeking out. Any questions, please contact the Purchasing office and we will assist you.

9. **DELIVERY INFORMATION:** The successful bidders will be given reasonable length of time for delivery, however, purchase orders over thirty (30) days old are considered unreasonable. The Edinburg CISD reserves the right to review the bidder's delivery performance and to re-award to the next lowest vendor, if delivery is unsatisfactory.

SPECIFICATIONS

A. PURPOSE AND BACKGROUND:

1. Purpose

The Edinburg CISD is seeking a local fitness facility that can provide comprehensive quality membership services to participating employees of the Edinburg CISD. It is the intent of the Edinburg CISD to select one or more facilities "Gyms" that can deliver a full array of high-quality, cost-effective membership services outlined in this Request for Proposal (RFP). Those services are:

- Monthly Memberships
- Diverse Group Exercise Classes
- Personal Training Sessions
- Member Tracking & Reporting

The goal of the Edinburg CISD, pursuant to this RFP, is to drive healthier behaviors and outcomes for the participating District employees focusing on the common chronic conditions that affect sizeable portions of the District population and its healthcare costs.

The District seeks to award a 1-year contract to one or more gym facilities, with the option to renew the contract for an additional two (2) one (1) year TERM CONTRACT PERIODS, renewed annually.

2. Background

The Edinburg CISD's employee population is approximately 4,500.

B. QUALIFICATIONS FOR RESPONDING COMPANIES:

1. The Respondent must hold a health spa operator's certificate of registration with the Texas Secretary of State in accordance with Section 702.101 of the Occupations Code.

2. Onsite fitness trainers must be of appropriate licensure or certification with a minimum of **three (3) years** fitness services and/or specialty (i.e. yoga, aerobics) experience.

C. SCOPE OF WORK:

1. MONTHLY MEMBERSHIP

a. The Gym shall provide monthly membership for District employees. This is called the "base membership". The District will provide to the Gym a list of all eligible participants. Gym membership shall include access to the gym facilities during all regular operating hours.

b. The Gym shall track and maintain active membership of District Employees. On a monthly basis, the respondent shall provide a report showing: 1) name of the member and 2) their gym ID number.

c. The Gym shall have the ability to provide the member with a monthly listing of their days attendance records.

d. The Gym shall invoice the District on a monthly basis for gym membership fees. The invoice shall list the number of eligible members, the cost per membership, and the total cost per month.

e. Portability Membership Clause – If an employee leaves the District, the employee shall be able to maintain and become responsible for the payment of their Gym Membership. The Vendor will be responsible to contact the former employee to seek payment. The District will not be held liable for the former employee(s) membership fees.

f. Enrollment meetings will be scheduled prior to the effective date of the contract. The proposer will be responsible for presenting their services/membership and enrolling employees at multiple concurrent sites within Edinburg CISD.

2. DIVERSE GROUP EXERCISE CLASSES – Gym shall provide exercise classes that accommodate male, female, and disabled individuals.

a. In the proposal, list and describe the various classes included with the base membership.

Be sure to indicate the following for each class.

- Class schedule
- Duration
- Required fitness level
- Props required (and if so are they provided)

b. List any restrictions or limitations on the group exercise classes with the base membership.

3. PERSONAL TRAINING SESSIONS

a. Describe the personal training sessions included with the base membership. If included, list the personal training sessions offered to each member. If none, indicate "none" in your response.

b. List any restrictions or limitations on the personal training sessions with the base membership.

4. MEMBER TRACKING REPORTING

 a. The Gym shall produce monthly reports electronically in Microsoft Word, Excel, or other format. If other format: please describe. The following reports are required:

 i. A monthly listing of current District participants by name and membership number.

 ii. Healthy Lifestyle member tracking – A monthly report listing the employee's name and their participation frequency (# of days per month) the employee came to the gym.

 b. Maintain confidentiality of the District's employee records in compliance with all federal, state, and local laws and regulations, and to maintain other information deemed proprietary or confidential by the District or pursuant to applicable law.

5. WELLNESS (RISK TARGETING) PROGRAMS

 a. In the Gym's base membership, describe the gym's wellness programs designed to target various conditions, such as weight management, obesity, heavy smoker, health education, healthy recipes, challenges, etc.

6. ADDITIONAL SERVICES

 Gym shall list any additional services it can provide to the Edinburg CISD employees, such as:

 a. Child Care

 b. Incentives & Rewards

 c. Additional Fitness Services (include fees)

 d. If none, list "none"

D. PROPOSAL SUBMISSION:

1. Submit one (1) original (clearly marked) and three (3) copies to the Edinburg CISD Purchasing Department, 411 North 8th, Edinburg, TX 78541.

2. Typed responses on standard 8-1/2 x 11" paper, not to exceed 25 pages. All proposals shall be submitted in a sealed envelope, clearly marked **RFP 19-103, Fitness Gym Services/Membership and your company name**. Proposals in the form of emails, email attachments, telephone calls, facsimiles will not be accepted.

3. The proposal shall be signed by an official authorized to bind the company in any contract with the District.

E. PROPOSAL INFORMATION:

1. COVER PAGE

 Each proposal must have the District's Proposal Signature Form as the cover page.

2. LETTER OF TRANSMITTAL

 A Letter of Transmittal must accompany each proposal. The letter of Transmittal must be on official business letterhead and include:

 a. Identify the organization name.

 b. Identify the name and title of the person authorized to contractually obligate the organization.

 c. Identify the legal status of the submitting organization (proprietorship, corporation, non/for-profit, etc.): and they are licensed to do business in Texas.

 d. How many years has the company been in business?

 e. How many Edinburg gym locations? Provide address for each location.

 f. Identify the name, title, telephone, email and fax number of the person to be contacted for clarification.

 g. Explicitly indicate acceptance of all requirements of the RFP.

 h. A statement that the cost proposal is valid for 6 months or until awarded by the School Board.

 i. Acknowledge that your company has received any and all addendums to this RFP.

 COMPLETE ITEMS 3-6

3. QUALIFICATIONS

 a. Does the Gym hold a health spa operator's certificate of registration with the Texas Secretary of State in accordance with Section 702.101 of the Occupations Code? Attach copy of certificate.

 Response: (YES/NO/EXPLAIN)_____

b. Does the Gym offer onsite fitness trainers that are licensed or certified to provide fitness services and/or specialty (i.e. yoga, aerobics) experience? List number of trainers, licenses, and specialties

Response: (YES/NO/EXPLAIN)_____

4. RESPONSE TO "SCOPE OF WORK"

MONTHLY MEMBERSHIP

a. Can the Gym provide monthly membership(s) for District which includes access to the gym facilities during all regular operating hours?

YES/NO/EXPLAIN_____

b. List and describe all the services included in the base membership:

c. List the types of fitness equipment available at the Gym. Is the same equipment available in all locations in Edinburg, Texas?

d. Can the Gym track and maintain active membership information of Edinburg CISD employees? On a monthly basis, can the Gym provide a report showing: 1) Name of the member and 2) their gym ID number? In what electronic format will the report be in? YES/NO/EXPLAIN

e. Can the Gym provide the member with a monthly listing (paper format) of their days attendance records? YES/NO/EXPLAIN

f. Can the Gym invoice the Edinburg CISD on a monthly basis for gym membership fees? The invoice shall list the number of eligible members, the cost per membership, and the total cost per month. YES/NO/EXPLAIN

5. DIVERSE GROUP EXERCISE CLASSES

 a. Are the Group Exercise Classes offered the Male, Female and disabled? YES/NO/EXPLAIN

 b. List and describe the various classes included with this base membership be sure to indicate the following for each class.

 - Class schedule
 - Duration
 - Required fitness level
 - Props required (and if so are they provided)

6. PERSONAL TRAINING SESSIONS

 a. Describe the personal training sessions included with the base membership, if none, indicate "none" in your response.

 b. List any restrictions or limitations on the personal training sessions with the base membership.

7. MEMBER TRACKING AND REPORTING

 a. Can the Gym produce the following two monthly reports electronically in Microsoft Word, Excel, or other file format? If other format, please describe.

1) A monthly listing of current Edinburg CISD participants by name and membership number. YES/NO/EXPLAIN

2) Healthy Lifestyle member tracking – A monthly report listing the employee's name and their participation frequency (# of days per month) the employee came to the gym.

YES/NO/EXPLAIN

8. WELLNESS (RISK-TARGETING) PROGRAMS

Describe the gym's wellness programs designed to target various conditions, such as weight management, obesity, heavy smoker, health education, healthy recipes, challenges, etc. Are these programs included in the base membership? YES/NO/ EXPLAIN

9. ADDITIONAL SERVICES

Gym shall list any additional services it can provide to Edinburg CISD employees, such as:

- Child Care
- Incentives & Rewards
- Additional Fitness Services (include applicable fees)

If none, list "none".

10. REFERENCES

List of three (3) public sector clients in the state of Texas in which the Gym has similar corporate fitness contracts.

1) Government Agency/Business Name _____

Address _____

Phone Number _____

Email _____

Contact Name _____

Description of Services provided – Provide dates

2) Government Agency/Business Name _____

Address _____

Phone Number _____

Email _____

Contact Name _____

Description of Services provided – Provide dates

3) Government Agency/Business Name _____

Address _____

Phone Number _____

Email _____

Contact Name _____

Description of Services provided – Provide dates

F. EVALUATION CRITERIA:

The Edinburg CISD will review proposals and determine those that re responsive. The District does not obligate itself to accept the lowest cost proposal. The Edinburg CISD reserves the right to accept or reject any or all proposals, waive minor irregularities and choose the proposal(s) which are most advantageous to the Edinburg CISD. In evaluating proposals the following consideration will be taken into account for award recommendations.

ITEM #	CRITERIA	TOTAL POSSIBLE POINTS
1	Meets specifications and minimum requirements	10
2	Experience of the vendor and staff	25
3	Price	15
4	Response to Scope of Work; overall quality and value to the Edinburg CISD	35
5	Experience of Respondent on similar projects (Reference checks)	10
6	Additional Services	5
	TOTAL POINTS	**100**

REQUIRED RESPONSE FORMAT AND CONTENTS

The responses to this Request for Proposals will consist of **SIX (6)** specific information subject areas which **must be completed and returned in the order indicated in the order Indicated below with each section divided and TABBED with the appropriate section title. Failure to do so may invalidate your bid and be considered non-responsive.**

TAB 1: COVER LETTER

Your request for proposal packet will include a cover letter at the beginning. The cover letter shall provide a summary of the information presented in the RFP; names and telephone and fax numbers of persons authorized to provide any clarification required. This cover letter shall, also, include the name of the person(s) authorized to conduct final contract negotiations. Also, include signed Vendor Check List, signed Standard Terms & Conditions, Felony Conviction, Conflict of Interest Questionnaire, Form 1295, Deviation, Authorization for Direct Deposit, and W9.

TAB 2: QUESTIONS AND ANSWERS:

Include in this section Qualifications, Response to Scope Of Work, Diverse Group Exercise Classes, Member Tracking and Reporting, Wellness (Risk-Targeting) Programs, Additional Services.

TAB 3: REFERENCES:

Include in this section your list of references.

TAB 4: PRICE

Include in this section the Price Page.

TAB 5: LETTER OF TRANSMITTAL:

Include in this section a copy of the Letter of Transmittal on official business letterhead. Information for letter.

TAB 6: ADDENDUMS (IF ISSUED):

Include in this section an addendums issued for this RFP.

NOTE: Send four (4) RFP's. One plainly marked **Original** and three (3) marked **Copy**.

Edinburg Consolidated Independent School District
RFP 19-103, FITNESS GYM SERVICES/MEMBERSHIP

PROPOSAL FORM

ITEM #	DESCTIPTION	QTY	UOM	COST	UNIT COST
1	MONTHLY MEMBERSHIP RATE FOR EDINBURG CISD EMPLOYEE	1	MONTH	$_____	$_____

NOTE TO VENDOR: PLEASE LIST ANY OTHER SERVICES/PLANS THAT YOUR COMPANY WILL OFFER WITHIN THIS PROPOSAL.