

The Santa Fe Independent School District (Santa Fe ISD) is soliciting qualifications from vendors to provide Sports Medicine Services as identified herein.

Proposals must be addressed to the Purchasing Department at the address listed below and marked as follows:

**RFQ# 19-003 SPORTS MEDICINE SERVICES**  
**Proposals accepted until 2:00 pm, May 3, 2019**

Santa Fe ISD  
Purchasing Department  
PO Box 370  
Santa Fe, TX 77510  
or  
Emailed: amy.presley@sfisd.org

**Prospective vendors shall submit one (1) original in a sealed envelope clearly marked with the RFQ number, name and deadline. Failure to submit a proposal in the manner requested may result in rejection of the proposal.**

**Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and returned to the vendor unopened.**

**Santa Fe ISD reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the district and waive any informality.**

**The length of the contract award shall be for twelve (12) months from July 1, 2019 through June 30, 2020, renewable annually for two (2) additional one-year (1) terms by mutual consent.**

Santa Fe ISD is offering a single award for Sports Medicine Services. Proposal responses will be accepted until 2:00 pm, May 3, 2019.

Advertisement Dates: April 14, 2019  
April 21, 2019

\_\_\_\_\_  
Amy Presley, Purchasing Specialist  
Email: amy.presley@sfisd.org  
Phone: 409/925-9026

\_\_\_\_\_  
April 12, 2019  
Date

## GENERAL CONDITIONS

**THE WORDS "BIDS, PROPOSALS, QUOTES" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.**

Proposals shall be delivered with all required data by the time and date specified. Any proposal received after the required time and date will not be considered. Santa Fe ISD shall not be held liable for any proposal improperly identified and thus not considered for award.

**NO BID:** Bidders may opt to send a NO BID response to Santa Fe ISD. Vendors not responding to a bid request in any manner will be deleted from the vendor list and will not be reinstated unless a request is submitted to the district in writing.

**LATE BID:** Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Santa Fe ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Business Department shall be the official time of receipt.

**UNSIGNED BIDS** will **NOT** be considered. Only **SEALED BIDS/PROPOSALS** will be accepted. Faxed or electronic submissions will **NOT** be accepted.

**VENDOR** shall provide with bid response, all required documentation and forms in the format received. Failure to provide this information may result in rejection of bid.

**BID PRICES** are to remain firm for one (1) year from date of award, unless otherwise specified.

**DURING THE LIFE OF THE CONTRACT:** If the successful bidder's net prices to other customers for awarded items are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Santa Fe ISD.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of goods/services. All items must meet OSHA Standards of Compliance and be asbestos free.

**SAMPLES**, if applicable or requested, shall be furnished at no cost to Santa Fe ISD within five (5) days of the request. If not destroyed or consumed during the evaluation, samples will be returned to the bidder, by request, at the bidder's expense. Samples received and not requested for return by the bidder, will be considered a donation to the district.

**ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.**

**DESIGN, STRENGTH, QUALITY** of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be new, in first class condition, including containers suitable for shipping or storage, unless otherwise indicated in the bid. Santa Fe ISD will not accept "factory seconds" or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor's expense.

**REMEDIES:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk. The bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**RESPONSIBLE BIDDER:** The business must be a well-established organization and have an adequate number of trained personnel to ensure quality of performance and completion of contract within a specified time period.

**REFERENCES:** Santa Fe ISD may request bidders to supply, with each bid, a list of at least three (3) references where like goods/services have been supplied by the vendor to entities of similar size and scope. Include name of firm/district, address, telephone number and name of representative.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or cancelled by the bidder without the permission of Santa Fe ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of the bid. Withdrawal of a bid or item(s) on a bid will be documented in the vendor's history file and may result in vendor being placed on an unresponsive vendor list.

**BID EVALUATION:** Bids must be submitted on Santa Fe ISD forms for consideration. Additional information may be attached for evaluation purposes. The lowest bid will not necessarily be the successful bid.

**EVALUATION CRITERIA:** The evaluation criteria will include but not be limited to: (1) the purchase price; (2) the reputation of the vendor and of the vendor's goods or services; (3) the quality of the vendor's goods or services; (4) the extent to which the goods or services meet the district's needs; (5) the vendor's past relationship with the district; (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (7) the long-term cost to the district to acquire the vendor's goods or services; (8) whether the vendor or vendor's parent company or majority owner has its principal place of business in Texas; and (9) any other relevant factor as listed in the project documents.

**BID AWARD:** Santa Fe ISD reserves the right to award bids as a whole or on a line item basis, whichever proves most advantageous to the district. The bidder shall provide unit prices on quantity specified and extended amount. In the event of errors, the unit price shall govern.

**DELIVERY:** All products delivered as a result of an awarded bid, must have the delivery and/or freight charges (FOB) to Santa Fe ISD DESIGN A TED LOCATION with inside delivery included in the bid price.

**SALES TAX:** Santa Fe ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.

**DISCOUNTS:** No cash advance discounts will be considered.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Santa Fe ISD.

**DEVIATIONS FROM SPECIFICATIONS:** All deviations from specifications must be noted in writing and in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the district's specifications as written. Any deviations from the specifications written, not previously submitted as required, will be grounds for rejection of the materials, goods, equipment or services upon delivery.

**EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Santa Fe ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Santa Fe ISD will not accept substitutes after item(s) have been awarded as specified. Santa Fe ISD reserves the right to accept or reject any, all or none of the bid exception(s)/ substitution(s), as deemed in the best interest of Santa Fe ISD.

**DESCRIPTIONS:** Any reference to model, make or manufacturer used in bid specifications is descriptive, not restrictive. References will be used to indicate the type and quality desired by the district. Bids on items of like quality will be considered.

"OR EQUAL" PRODUCTS will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the vendor's responsibility to submit sufficient data for the district to properly analyze an "or equal" item.

**ADDENDA:** Any interpretations, corrections or changes to this bid and specifications, will be made by addenda. Sole issuing authority of addenda shall be vested in Amy Presley, Purchasing Specialist. Inquiries shall be made in the form of an email to Amy.Presley@sfisd.org. No addenda will be issued later than three (3) business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Addenda will be emailed to all who are known to have received a copy of the bid.

**CHANGE ORDERS:** No oral statement of any person shall modify otherwise change, or affect the terms, conditions, pricing or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Santa Fe ISD Chief Financial Officer.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Santa Fe ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by an person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Santa Fe ISD from liability, claim or demand on their part, agents, servants, customers, and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches to the facilities within the occupied premises. Successful bidder shall pay any judgment with costs which may be obtained against Santa Fe ISD growing out of such injury or damages.

**CONTRACT:** This bid, when properly accepted by Santa Fe ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Santa Fe ISD. No different or additional terms will become a part of this contract with the exception of change orders.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until expiration. Delivery and acceptance of products and/or performance of services is subject to the following conditions:

- Santa Fe ISD reserves the right to review the performance of vendor at all times and;
- Santa Fe ISD will have the right to cancel any contract entered into under the terms and conditions of this bid for any reason at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to Santa Fe ISD approval at any time on (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Santa Fe ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Santa Fe ISD reserves the right to terminate contracts at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.

**TERMINATION FOR DEFAULT:** Santa Fe ISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of Santa Fe ISD in the event of breach or default of this contract. Santa Fe ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:

- Meet schedules;
- Default in the payment of any fees;
- Otherwise perform in accordance with these specifications.

**REPRESENTATION:** The vendor represents that the items and/or services provided by the vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Santa Fe ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Santa Fe ISD, the district may on ten (10) days' notice terminate this agreement and receive the pro-rata portion of the contract sum paid to the vendor by Santa Fe ISD for the unexpired term of the agreement.

**BREACH OF CONTRACT** or default authorizes Santa Fe ISD to exercise any or all of the following rights:

- Santa Fe ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
- Santa Fe ISD may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due;
- Santa Fe ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Santa Fe ISD. In such event, the district may charge the successful bidder the difference for any additional cost of such bid items.
- Santa Fe ISD reserves the right to deduct a penalty of \$50.00 per occurrence of missed services after the (fifth) 5<sup>th</sup> written notification of default. The amount of penalty will be deducted from the following months bill.

**IN THE EVENT** the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Santa Fe ISD shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of Santa Fe ISD within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

**BIDDER, IN SUBMITTING THIS BID,** agrees that Santa Fe ISD shall not be liable to prosecution for damages in the event that Santa FE ISD declares the bidder in default.

**GRACE PERIOD:** Santa Fe ISD requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month to month basis if agreed to by both parties.

**NOTICE:** Any notice provided by this bid, (or required by law), to be given to the successful bidder by Santa Fe ISD, shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Santa Fe, Texas, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Santa Fe ISD from claim involving infringements of patents and /or copyrights.

**NON-WARRANTY OF PROPOSAL:** Due care and diligence has been exercised in the preparation of the proposal and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the service required, the exposures to risk, and verification of all information herein shall rest solely with those submitting proposals. Neither the District nor its representatives shall be responsible for any errors or omissions in this proposal. The District reserves the right to request additional information from the vendor after the submission date.

**PURCHASE ORDER:** A purchase order(s) shall be generated by Santa Fe ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Santa Fe ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department delivery location, (c) Santa Fe ISD purchase order number, (d) descriptive information as to the item(s) delivered, including project code, item number, quantity, number of containers, etc.

**PRODUCTS SUPPLIED** under this contract shall be subject to Santa Fe ISD approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to Santa Fe ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Santa Fe ISD.

**WAGES:** Successful bidder shall pay or cause to be paid, without cost or expense to Santa Fe ISD, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**BIDDERS MUST SUBMIT** chemical content literature and/or specifications and Material Safety Data with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title. Detailed explanation of warranties must be provided with bid. Warranty will not begin until all components are installed and accepted by Santa Fe ISD.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Santa Fe, Galveston County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Santa Fe ISD.

**SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused by conditions beyond its control including, but not limited to acts of God, government restrictions, wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected.

**EQUAL EMPLOYMENT OPPORTUNITIES LAWS:** Successful bidder will be required to comply with applicable equal employment opportunity laws and regulations.

**PAYMENT** will be made upon receipt and acceptance by Santa Fe ISD of items(s) ordered and receipt of a valid invoice, in accordance with the State of Texas prompt Payment Act, Chapter 2251, Government

Code VTCA. As required by law, the awarded contractor is required to pay subcontractors within ten (10) days from receipt of payment. Vendors and contractors may negotiate and the district will consider earlier payment terms if such terms are advantageous to Santa Fe ISD.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must submit a Conflict of Interest Questionnaire, if required, no later than the seventh (7th) business day after the date the person becomes aware of facts that require the statement to be filed, as required by Local Government Code, Section 176.006.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must have Form W-9 Request for Taxpayer Identification Number and Certification on file with district.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must complete Form 1295 - Certificate of interested Parties, electronically with the Texas Ethics Commission.

**ALL VENDORS MUST ALSO INCLUDE:** A Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with the bid.

**NOTE:** Santa Fe ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities and/or employment practices.

#### **SCOPE OF WORK:**

Santa Fe ISD, (the District), is seeking sealed proposals from qualified vendors for the purpose of supplying sports medicine services to the District.

Evaluation will be based on determining the best overall value to the District. See section under General Conditions on Evaluation Criteria for detail. **All attachments must be completed for the vendor to be evaluated.**

The District intends to initiate this contract for a twelve (12) month period beginning July 1, 2019 through June 30, 2020, with renewal options for two (2) additional one (1) year terms from July 1st through June 30th requiring approval by the Board of Trustees. It is the desire of the District to maintain a long-term relationship with the vendor selected, assuming the service and product quality meets requirements and pricing remains competitive.

The District expects to award this contract after approval by the Board of Trustees at the June 17, 2019 regular meeting. Service and cost price comparisons will be made as required using the terms and conditions of this proposal.

#### **SPECIAL CONDITIONS:**

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**GENERAL CONDITIONS**" of this agreement.

**EVALUATION OF PROPOSALS:** All submissions received from interested companies will receive a fair evaluation. While price is a paramount consideration, the District will consider all applicable factors, including services and responsibility of the vendor in determining the best submission. Respondents shall not contact any district personnel other than the Purchasing Specialist with regard to the proposal process, status of evaluation, questions in the form of an addendum, or contents of proposals. Failure to abide by this requirement may be cause to reject the proposal and to accept any proposal considered to be in the best interest of the District. The District reserves the right to waive any information or minor technicalities or to accept any submission deemed advantageous to it. Proposals received by the District that do not comply with this specific proposal may not be considered.

**AWARD:** At the conclusion of all evaluation activities, an award recommendation will be made to the District Board of Trustees. The District will act as sole judge in determining the suitability of goods and services of respondents. Upon award, the implementation plan will be further developed along with a timetable for the implementation as needed. Any or all portions of this proposal and all portions of the response may be incorporated into the final contractual agreement. All negotiated agreements must ultimately be reduced to writing and signed by the respondent.

**AUDITS:** The District shall be given reasonable rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's administration services, and evaluate performance of the vendor. The vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards.

## **SPECIFICATIONS**

### **Services Provided by Hospital**

- Assist in the coordination of an athletic training room at the specified school of the School District.
- Assist the School District athletic trainer(s) and athletic coaching staff in the design and coordination of a student athletic training program.
- Assist the School District with continuing education programs for the School's athletic staff. Athletic Training Staff will be provided with Continuing Education opportunities hosted by Houston Methodist at no charge to School District.
- Provide conditioning and flexibility training suggestions to the School District coaching staff with the staff with the advice and consent of a physician.
- Assist a physician in designing and implementing a medical records system for athletic injuries.
- Monitor athletic injuries and develop injury prevention training and programs with the advice and consent of a physician.
- Coordinate and provide injury follow-up and evaluation for the physicians.
- Hospital will provide one (1) athletic trainer at high school for coverage of home games, practices, and other athletic events at the discretion of the School District athletic trainer(s), athletic staff, athletic director, or other administrators of School District. Coverage of events will alternate between the District trainer and the contracted trainer. Written monthly calendars for required trainer services will be determined 15 days in advance.
- Hospital will provide one (1) physician for game coverage of varsity football games. Additional/alternative coverage to be mutually agreed to by Hospital and School District. If School District wants to have additional service providers at games, Hospital will be given the right of first of first coverage to provide the service. If School District wishes to have physician coverage at other sporting events, Hospital will be provided with the first right of coverage.
- Hours will be set by Hospital's athletic trainer manager in cooperation with School District's athletic training staff.
- Hospital will provide co-branded clothing to the sports medicine staff
- Hospital will provide Trainer's Coordinator contact information to the District for monthly discussions via conference call and/or site visits.



## Obligations by School District

- Provide exclusive rights to Hospital as the “Official Health Care Partner/Provider of Santa Fe ISD Athletics”
- Agree Hospital will be only provider allowed by the School District to promote “Sports Medicine Services”. These services include-Athletic Training, Orthopedics, Concussion Care, and Sports Physical Therapy.
- Provide Hospital first rights to sideline sports medicine personnel

*Additional/alternative coverage to be mutually agreed to by Hospital and School District.*

- Provide space at District athletic facilities for marketing opportunities:
- Signage will be paid for by Houston Methodist
- Location of signage will be mutually agreed upon by Hospital and School District but will include:
  - High School
    - Athletic Training Room
    - Stadium/Track Facility
    - Baseball Field
    - Competition Gymnasium
    - Natorium
    - Softball Field
    - Tennis Courts
  - Junior High School
    - Auxiliary stadium/Track Facility
    - Competition Gymnasium

### **TIMELINE (subject to change, without notice, as deemed necessary by Santa Fe ISD):**

Advertisement of Solicitation.....4/14/19 & 4/21/19  
Vendor Responses Due by.....5/3/2019  
Recommendation to Board.....06/17/19

### **QUESTIONS/REQUESTS FOR CLARIFICATION**

Vendors who have questions regarding any part of this solicitation or who are seeking clarification to the term, conditions and/or expectations of the Santa Fe ISD should send their questions **in writing** to the following:

Santa Fe ISD  
Purchasing Specialist  
PO Box 370  
Santa Fe, TX 77510  
Email: amy.presley@sfisd.org Fax: 409/925-9026

Vendors should include the number and title of this solicitation on any questions sent. In order to allow time to answer all questions, vendors are asked to submit any questions/requests for clarification within the first week of release of this solicitation. The District will make every effort to respond to questions in a timely manner but cannot guarantee an answer will be provided prior to the closing date and time if questions are submitted after the first week. Answers to questions may be posted on the district’s website as an addendum to this solicitation if it is deemed to be helpful to all prospective vendors

**THE FOLLOWING FORMS MUST BE COMPLETED AND SIGNED WHERE APPLICABLE, FOR CONTRACT CONSIDERATION. FAILURE TO COMPLETE THE FORMS IN THEIR ENTIRETY, MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

- **Vendor Response Form** (1 Page)
- **Bid Acknowledgement Form** (1 Page)
- **Reference Form** (1 Page)
- **Form W-9** (1 Page)
- **Form CIQ (Conflict of Interest Questionnaire)** (1 Page)
- **Vendor Certifications** (6 Pages)