



ALVIN INDEPENDENT SCHOOL DISTRICT

STANDARD TERMS AND CONDITIONS

REQUEST FOR PROPOSALS

As Alvin Independent School District, (the District), accepts legally published PROPOSALS, they must be submitted by the published date and time indicated in the Event Details Cover Letter section of any Request for Proposal (RFP). Submission locations and key contacts will also be indicated on the cover letter. If there are questions in regards to submission, contact Mickie Dietrich, Director of Purchasing at mdietrich@alvinisd.net (or Designees indicated on the Proposal) or by phone (281) 824-0567.

Submission Location unless otherwise indicated on cover letter of any Request for Proposal:

Alvin Independent School District
Purchasing Dept., Bldg. D
Attn: Mickie Dietrich
2200 Stapp Maxwell
Alvin, Texas 77511

Scope of Work:

The Scope of Work will be indicated within each individual Request for Proposal document.

TO DATE, The District consists of THIRTY TWO (32) campuses: three (3) high schools, seven (7) junior high schools, eighteen (18) elementary schools, one (1) primary, one (1) career and technology and two (2) alternative education center involving approximately 27,201 students.

Alvin ISD purchasing policies and procedures require competitive bidding for cumulative purchases by our District if a category of items exceeds the legal dollar amount, which is \$50,000.00 within a budget year.

All quotations are to be made on Alvin ISD bid forms (online) only. It will be the responsibility of the bidder to complete each sheet in its entirety on each item being bid.

Award Criteria:

PLEASE NOTE CAREFULLY – In quoting give complete information in spaces provided, otherwise your quotation offer may not be considered.

In evaluating qualified bids, the following considerations will be taken into account for award recommendations: price, overall quality and value to the District, suitability for the intended use, and probability of continuous availability, vendor's service and delivery capabilities. **It is not the policy of Alvin ISD to purchase on the basis of low bids alone, but what is most advantageous to the District.** *Discount from terms on invoice will not be considered in the evaluation of the bid.*

EDGAR Terms for award of contracts:

The district has selected vendor qualification criteria that includes, but is not limited to, the following:

- Cost of goods and services, including future costs of maintenance
- Reputation of the vendor and of the vendor's goods and services
- Quality of the vendor's goods or services
- Past experience with the district
- The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- Total long-term cost to the district to acquire the vendor's goods and services

Contract Terms:

Alvin Independent School District, (the District) typically accepts bid proposals for an annual contract of one (1) year beginning the date the bid proposal is awarded by the Board, with the option to automatically renew the bid proposal for an additional two (2) years providing Alvin ISD has the funds available. The service and renewal conditions shall be agreed to by both parties.

For bid proposals with a three (3) year term contract, if the percentage off catalog or an adjustment to any conditions provided in this contract are required, a letter requesting such adjustments must be provided to Purchasing no later than thirty (30) days prior to the adjustment. Purchasing has the right to accept or refuse any adjustments made by the vendor and re-extend contract.

In the event this proposal expires before another one is awarded, the vendor shall extend the contract on a month-to-month basis by mutual agreement. **Once the RFP's terms end and a replacement proposal has been extended, should the vendor fail to respond, they will be removed from the approved vendor list for that particular RFP.**

Results from Award of Vendor Contracts:

Results will become available for public review seven (7) business days after approval by the Board of Trustees on the Alvin ISD Purchasing page located on the Alvin ISD website: www.alvinisd.net under "Awarded Bid Tabulations."

Contract Termination:

Alvin 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 and justification. Vendor shall have the right to cancel the contract subject to Alvin ISD approval at any time on thirty (30) days written notice and justification. In the event of any actual contract cancellation, Alvin ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

Campus Visitation – Appointments ARE Required:

A vendor must contact campuses to arrange for an appointment if they desire a meeting to discuss product availability. **There will be no cold calls to campuses or you will be denied access. Cold calls – meaning no appointment, simply showing up to meet with a key contact person without an appointment.** All vendors are to report to the

front office prior to entering the campuses to sign in as a visitor. They must show proper identification and will have an identification check by the front office. Vendors are required to wear a Visitor pass during their visit and sign out prior to leaving the building.

I. BIDDING INSTRUCTIONS:

1. All items are to be quoted F.O.B. Alvin ISD Warehouse (located at 2200 Stapp Maxwell, Alvin, TX 77511) or campus location as indicated on purchase orders. Title does not transfer to the School District until received at same. All large deliveries require a minimum of forty-eight (48) hours' notice. Alvin ISD Warehouse hours for receipt of shipments are as follows: 8:30-11:00 and 12:00-3:00. Contact Lupita Alvarez, Warehouse Coordinator at (281) 585-8632 to set up time(s) for delivery or Purchasing for campus deliveries at (281) 824-0567. (SEE ADDITIONAL CONDITIONS REGARDING DELIVERIES).
2. Unless otherwise specified, all prices are to be firm prices. Other than firm prices will not be considered, however; cash discounts offered may be considered in determining the successful supplier. Cash discount period shall start from date of receipt of an acceptable invoice or from date of receipt of acceptable material, whichever is the later.
3. Line Item bid proposals may require ***Unit Cost including shipping/handling and installation (if requested)***. Should a discrepancy between the unit cost and extended cost occur, the unit cost will be utilized by Alvin ISD for calculation and final analysis purposes.
4. **Proposals on any reputable manufacturer's regularly produced product, which is similar, and substantially equivalent will be considered unless specified DISTRICT STANDARDS or NO SUBSTITUTIONS. Manufacturers below are chosen for compatibility to existing equipment in the school district, both in operation and repair parts. Alternate bids to accepted models may require a sample of the item to be available for inspection prior to order. We reserve the right to make final decisions as to comparable items. Be very certain that items upon which you bid and deliver are EQUAL to items listed. Materials which are not equal shall be returned to the suppliers - transportation charges collect.**
5. Deviations to Bidding Instructions, and/or Terms and Conditions, shall be conspicuously noted in writing by the bidder on these forms.
6. Alvin ISD reserves the **right to accept or reject any or all quotations** and/or bids by item or in entirety and to waive all formalities in bidding. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any quotation offer.
7. It is understood and agreed that the District reserves **the right to increase or decrease quantities or modify conditions and specifications** by mutual agreement with the selected supplier, both at the time of acceptance of this quotation offer as so modified and subsequent thereto. Quantities identified in bid documents are only estimates and are subject to change upon final counts of enrollment and identified needs of each campus/department.
8. The following should be submitted with your bid proposal documentation:
 - Prices for newer, improved models along with our described item.
 - Identify any discontinued items and provide its substitute.
9. The items listed are not given to restrict bidding, but only to establish a standard of quality.
10. Bids **classified "as available"** will not be accepted.

11. Vendor shall provide all applicable warranties with bid.
12. Pricing information should **include price breaks for volume purchases.**
13. To evaluate this bid, **any information/pamphlets/brochures/catalogs** must be submitted with proposal and will be kept in the Purchasing Department.
14. Vendors are encouraged to submit bids on all items in this packet. However, it is acceptable to bid on only the items of interest to your company
15. Alvin ISD reserves the right to award items in groups or "item by item" basis depending on which best affects the District. Interlocking all-or-none bids by vendors will not be accepted.
16. Alvin ISD reserves the right to award this bid on an "all or none" basis.
17. Alvin ISD reserves the right to modify conditions and specifications by mutual agreement with the selected supplier(s) both at the time of acceptance of this quotation offer as so modified, and subsequent thereto.
18. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a Purchase Order is the seller's best offer. In its acceptance of any quotation offer, the School District is relying on the promised delivery date of material and basic to its acceptance, unless otherwise indicated. In the event of Seller's failure to deliver as and when promised, the School District reserves the right to cancel its accepting order, or any part thereof, and seller agrees that the School District may return all or part of any expense sustained as a result of such failure to deliver as promised. Vendors will indicate anticipated Delivery schedule upon receipt of a purchase order from Alvin ISD.
19. The School District is exempt from all applicable Federal and State taxes. All Quotation offers and/or bids are to be made taking this fact into consideration.
20. **PLEASE NOTE CAREFULLY** – In quoting give complete information in spaces provided, otherwise your quotation offer may not be considered. In evaluating qualified bids, the following considerations will be taken into account for award recommendations: price, overall quality and value to the District, suitability for the intended use, and probability of continuous availability, vendor's service and delivery capabilities. **It is not the policy of Alvin ISD to purchase on the basis of low bids alone, but what is most advantageous to the District.** Discount from terms on invoice will not be considered in the evaluation of the bid.
21. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trade-mark, or application the seller shall indemnify and hold harmless the District from any and all loss, cost, expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sales, or use of such article in violation infringement or the like of rights under such patent, copyright or application.
22. The successful bidder must provide Material Safety Data Sheets (MSDS) with each order when applicable.
23. Vendors who do not bid should notify Alvin ISD in writing that they wish to remain on our bidding list. Failure to do so may result in their deletion from master's bidders list and inclusion in any other proposals extended.

II. LINE ITEM BIDDING INSTRUCTIONS:

1. Sums of money shall be indicated by **Unit Cost including shipping/handling and installation (if requested).** Should a discrepancy between the unit cost and extended cost occur, the unit cost will be utilized by Alvin ISD for calculation and final analysis purposes.
2. **If bidding a different brand and model number than specified, a catalog (or specification sheets on each item) must be submitted with bid proposal for evaluation by Alvin ISD. Items must be**

highlighted/identified as items proposed for bid. Catalog page numbers and letters which correspond to bid items must be included in areas provided. Failure to comply with this specification could result in your bid proposal being unacceptable.

3. All quantities are estimated requirements, based on usage and may decrease or increase at time of placing orders. Some items may not be purchased at all. **Pricing should be based on a single purchase and quantity purchase for each said item.** Bidder must take this into consideration when preparing bid.
4. Some orders will be placed throughout the year. The bulk of the orders may be placed upon board approval of any request for proposal.

III. CATALOG BIDS:

1. The District is seeking catalog percent discount off suggested retail price bid proposals to comply with the law with items for which it does not elect to receive line-item bids. Bid proposals will be awarded as a non-exclusive contract - meaning, award of this bid is not limited to only one vendor.
2. A copy of the catalog or an electronic catalog from which prices will be obtained must accompany the bid response. Catalog Bid pricings for Alvin ISD will be the list price less the percent discount quoted from bid where catalogs are utilized.
3. Should an electronic catalog be made available to Alvin ISD, cost should reflect the discounted pricing. If electronic catalog does not reflect discounted pricing it should be specified in the catalog bid documentation.
4. Bidders are encouraged to submit bids even if not bidding a discount other than 0%. It is anticipated the District cannot purchase from vendors who have not bid unless the vendor is the sole distributor of an item being purchased within categories identified.
5. It is anticipated all purchases will be FOB Alvin Independent School District, unless indicated by vendor on the bid.
6. If an additional bid contract is required and extended in the following months or year, this bid will not be disqualified or void. Meaning, qualified vendors under any proposals with the specified categories are not required to resubmit a bid. Only if they would like to change their contract with Alvin ISD, will they be required to resubmit a bid.
7. The estimated annual volume for any given contract may be up to or above \$100,000.00, however, this amount is not guaranteed. Additional contract dollar amounts may vary – see detailed catalog bid proposal for further information if any deviations are made.
8. Since the District will award bid proposals non-exclusively, final analysis will be dependent upon product availability, usefulness to the District, and past vendor performance to the District or as indicted within the Request for Proposal. Any additional vendor qualifications may be outlined in the bid proposal documentation.

IV. FORMAL FAX QUOTE OR ELECTRONIC PRICE QUOTE UTILIZING QUALIFIED AWARDED VENDORS:

Under the guidance of State Purchasing Laws and total annual aggregate expenditures, it has been strongly suggested that a formal quote process be utilized on large quantity purchases and pricing outside the catalog discounts. A formal quote by use of a fax or electronic (email) may be used to document the price quote. **Phone quotes are unacceptable.**

Line Item Bid Proposals may include this section for additional pricing of product or equipment not detailed on the proposal.

If a catalog is not available at bid opening, vendor may be utilized for formal fax quotes or electronic price quote requests by completing this section of the proposal packet.

Procedures for utilizing the Fax Transmittal Price Quote or Electronic Price Quote Requests are as follows:

1. A Request for Quote form will be faxed or emailed requesting pricing.
2. This form must be legible for transmission to and from vendors - it is recommended that pencils not be utilized to fill out this form.
3. Vendors will contact person identified on quote with questions on items from proposal.
4. **All quotes are returned by fax, or email to contact person. Quotes received after designated deadline will be invalid.**
5. Upon return of price quote form, the fax transmittal will automatically date and time stamp each price quote form received by a Department. Emails will be printed to contain the date received.
6. Department Heads and Budget Managers will analyze vendor proposals.
7. Each line item awarded to a vendor must be **highlighted** as indication they are the lowest price meeting specifications outlined on this proposal. If award on an item is not the lowest price - an explanation must be submitted for justification as to why it will not be awarded.
8. Analyzed Price Quote Forms will be filed by the department originating the quote. All proposals will be utilized for backup documentation when Purchase Orders are initiated. They will also become back up for vendor questions that might arise.
9. As Purchase Orders are processed, the item number, complete description from your Price Quote Forms awarded analysis, bid number, shipping instructions, and vendor number will be included.
10. All Purchase Orders will have a line added identifying that it meets specifications outlining the proposal and/or the contract created by the RFP.

V. SPECIAL TERMS AND CONDITIONS – INSIDE DELIVERY AND INSTALLATION REQUIREMENTS ON PRICE QUOTES:

1. Whereby a Request for Quote, for Unit Cost, to include Inside Delivery is extended, pricing should reflect the following:
 - Unit Cost should include upgrades to models requested and any delays in delivery anticipated upon issuance of a purchase order.
 - Provide suitable transportation of items to the facility. ***Tailgate deliveries will not be accepted.*** All goods are to be inside delivery into a designated location for installation.
 - Uncrate and completely assemble, furniture and equipment. Exceptions to assembly at delivery will be considered by the Alvin ISD Purchasing Department.
 - Placement of items in proper locations within the facility as requested by Purchasing or designate.
 - **Removal of all packaging materials and debris FROM THE LOCATON WILL BE REQUIRED.**
 - **It will not be Alvin ISD's responsibility for any dunnage left after installation. Any dunnage left behind, vendor will be charged back for the expense of disposal.**
2. It is not the policy of Alvin ISD to award a contract on the basis of low proposals alone. In the proposal evaluation, the following considerations will be taken into account:
 - Price
 - Quality (specifications reflect minimum District requirements)
 - Compliance with the bid specifications
 - Product suitability for intended use
 - **Vendor's service (including past performance) and stability**
 - **Delivery schedules**
3. Specific delivery schedules, locations and instructions will be noted on the Purchase Order and/or distributed to vendors upon delivery of EQUIPMENT and must be shipped accordingly. Failure to do so could result in rejection of the order and return shipment at vendor's expense. Vendor must give a seventy-two (72) hour notice before arrival and the date of delivery.
4. In those instances where delivery dates are specified on purchase orders, it is assumed that the vendor will meet those dates unless exception is made in writing indicating when delivery can be made. In the event of seller's failure to deliver as and when promised, the District reserves the right to cancel its order, or any part thereof, and seller agrees that the District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such failure to deliver as promised.
5. Vendors shall confine delivery, un-crating, and assembly operations to limits indicated by Alvin ISD representatives and shall not unreasonably encumber the premises or interfere with the educational program. The vendor shall keep the premises free from accumulation of waste material, rubbish and surplus materials and leave area broom clean all parts of the premises where work under this contract has been performed.
6. The vendor shall protect Alvin ISD property and shall be responsible for any damage or injury due to its actions or neglect.

7. Failure to comply with any or all Terms and Conditions may deem vendor unreliable and stricken from the Vendor's List for one (1) year after date of incident.

VI. PURCHASE ORDER PROCEDURES:

1. The District shall not be responsible for any goods delivered or services performed without a purchase order signed by an authorized representative of the Purchasing Department.
2. **Written notice** shall be given to the contact person of Purchase Order if delays are foreseen in the process of an order, at which time the contact person has the option to cancel, order from another source, or wait for delivery. Vendors should advise the school district of the status of orders as failure to meet delivery dates may result in removal from approved bidders list. Back orders shall be delivered within forty-five (45) days from receipt of the original order. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Bidders who fail to deliver as specified may be removed from the bid list for one (1) year.
3. There shall be no substitutes of any item without prior approval from Contact Person identified on Purchase Order.
4. Upon shipment, all orders delivered to Alvin ISD shall be packaged in containers so constructed as to insure acceptance and safe delivery. All items are F.O.B. Alvin ISD Warehouse. Each carton must be stamped with a description of the supplies/equipment it contains and purchase order number.
5. Two (2) or more purchase orders shall not be combined in one package. Any item received without a purchase order number will be returned to the vendor. The cost of such return will be the responsibility of the vendor.
6. Invoices may reflect the item-by-item discount price or may reflect item-by-item regular price with a total discount for the invoice. Should discrepancies occur concerning pricing, the item in question or the entire invoice shall be credited and a correct invoice mailed within fifteen (15) working days.
7. Send all invoices (**in duplicate**) to:

Alvin Independent School District
Business Office - Accounts Payable
301 East House
Alvin, Texas 77511
8. TERMS OF PAYMENT – Funds for completed contracts concerning this bid will be available within thirty (30) days of delivery and acceptance by the District.
9. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth in the vendor's or manufacturer's warranty, which result from either delivery or use of product which does not meet the specifications within this document.
10. **Warranty Conditions – all equipment shall be under a minimal one (1) year warranty from the date of delivery. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pickup and delivery from building where located.**