

AMARILLO INDEPENDENT SCHOOL DISTRICT
General Proposal Terms and Conditions
Contracts for Goods and Services

The following Terms and Conditions represent our General Terms and Conditions and become a part of any terms of purchase or contract with the District for goods and/or services.

According to Local Government Code, Chapter 176, a person or agent or a person who contracts, or seeks to contract, for the sale or purchase of property, goods, or services with the Amarillo Independent School District (“AISD” or “the District”) must file a completed Conflict of Interest Questionnaire with the Purchasing Department. The forms must be completed whether or not a conflict exists. A conflict exists if the person or agent has a financial relationship with a Board member, their immediate family or with the Superintendent or his immediate family. A conflict also exists if the vendor has given a Board member, or a member of their family or the Superintendent, or a member of his family, a gift or gifts with a total annual value of \$250 with the exception of food, lodging, transportation or entertainment accepted as a guest. A list of Board members may be found by accessing the School Board link on the AISD web page, www.amaisd.org.

*AISD INTENDS TO AWARD THIS PROPOSAL TO A **PRIMARY VENDOR.***

Vendor Selection Criteria:

- Purchase Price
- Reputation of vendor & vendor’s goods or services
- Quality of vendor’s goods or services
- Extent to which the goods or services meet the District’s specifications and needs
- Vendor’s past relationship with the District
- The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses
- The total long-term cost to the District to acquire the vendor’s goods or services
- For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner:
 - (A) has its principal place of business in the state; or
 - (B) employs at least 500 persons in the state
- Evaluation of other relevant factors listed in this bid or proposals, including: experience in the field; current workload of vendor; financial ability; compliance with and adherence to bid terms and conditions; ethical behavior during bidding process; and responsiveness to District’s requests.

No evaluation criteria written in this bid specification shall supersede the District’s right to choose the product or service that is in the best interest of the District. AISD reserves the right to waive formalities.

Proposals must be received in the Purchasing Department BEFORE the hour specified on the opening date. No offer can be withdrawn after opening time without approval by the AISD Purchasing Department. All bid submittals become property of AISD and subject to all state and local laws pertaining to bids. Electronic submittals, when permitted, must be submitted on the Public Purchase website, unless stated otherwise. **AISD does not accept email submissions. Submission of an email bid or proposal will result in the vendor/submission being disqualified for consideration.**

Proposal must show the full name and address of the offerer if different than name and address shown on the offer. Failure to manually or electronically sign proposal may disqualify proposal. Person signing proposal should show title of authority to bind their firm to a contract.

Proposals received LATE may be returned to the offerer.

Proposal price MUST be F.O.B. Amarillo Independent School District.

On annual purchase contracts, quantities are estimated based on past use experience and forecast of anticipated future needs. The District reserves the right to increase or decrease quantities.

The Amarillo Independent School District reserves the right to negotiate, accept, or reject any or all proposals and to waive any or all formalities, or to accept any part of this proposal deemed to be most advantageous to the District.

Negotiation may be a part of this process, therefore, the services/products provided and/or cost of services/products may be altered during the negotiation period. However, offerers are encouraged to submit their most competitive price initially. If the scope of services/products and all other requirements are met initially, there may not be any need for negotiation with any offerer. Due to the possibility of negotiations, offers must be good for a period of not less than 120 days. It is the policy of Amarillo Independent School District to purchase goods and/or services on the basis of best offer, not low price alone. Price, quality, service, past performance of vendor/ merchandise, long term cost to the District to acquire goods or service, probability of continuous availability and suitability to purpose being the controlling factors. It is understood that the purchaser reserves the right to arrive at such determination by whatever means deemed appropriate. This proposal is submitted subject to the existing written policies of the Board of Trustees of AISD, which form a part of the contract.

All bid submittals become property of AISD and subject to all state and local laws pertaining to bids.

If a contract is required, a sample contract must be submitted with your proposal. If no contract is submitted, AISD will provide the contract.

PROHIBITIONS: It is express practice of the District that prospective respondents to this RFP refrain from initiating any direct or indirect contact or communication with District Staff or members of the District Board of Trustees regarding the selection process. Any inquiries must be directed to the Director of Purchasing. Any violation of this practice will be considered a basis for disqualification.

GRATUITIES: The District may, by written notice to the proposer, cancel the agreement if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the proposer, or any agent or representative of the proposer, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the performing of such contract.

DELIVERY: Proposals must show the number of days required for delivery of items ordered after receipt of order. Failure to state the delivery time obligates the offerer to make delivery in 14 calendar days. Tailgate deliveries to school locations are not acceptable unless directed so by the Purchasing Department. Delivery shall be made during normal working hours unless prior approval has been obtained from the District.

Deliveries under terms of the request for proposal will be in accordance with the dates indicated. If delays are foreseen, vendors should keep the District advised. Delivery of purchased items in good condition will be the 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.

The AISD is exempt from Federal Excise Tax, State Tax and Local SalesTax. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Any taxes charged will not be paid by the District. Tax exemption certificates will be furnished upon request.

Vendors who rely on third parties for financing often request that the District's legal counsel render an opinion addressed either to the Vendor or its financier, stating, among other things, that the District is an existing political institution, its Board of School Trustees approved the contract, etc., and that the contract is a "valid and binding contract". The District's legal counsel will not issue any opinion addressed to either Vendor or its financier in connection with this transaction. Counsel will, however, assist in obtaining affidavits from District personnel having knowledge of the facts, which can then be submitted to legal counsel representing either the Vendor or its financier.

SPECIAL NOTICE: The Purchasing Department of the Amarillo Independent School District is charged with the responsibility of creating a healthy and competitive atmosphere among a large number of vendors; however, vendors may be removed from the various bid/proposal lists due to:

1. Lack of response to bid/proposal invitations.
2. Non-competitive bidding or bidding on only a few items.
3. Failure to adhere to terms and conditions of bid/proposal.
4. Substituting items without prior approval.
5. Failure to render quality service normally associated with the sale of goods or services; i.e. delivery dates not met, shipment problems, return and replacement of damaged goods, provide a contact person associated with the contract, etc.
6. Illegal, inappropriate or unprofessional behavior.
7. Any other relevant factor that a private business entity would consider.

BRAND: Unless stated otherwise, catalog, brand name, or manufacturers' reference used in the proposal request is descriptive - not restrictive - it is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. It is understood that in each case where a brand name and number is given that AISD may accept the item specified or an AISD approved equivalent. If proposing on other than reference specifications, proposer must specify manufacturer, brand, model, etc. of article offered. IF THE SPACE PROVIDED FOR SUCH IS LEFT BLANK, IT WILL BE EXPECTED THAT YOUR COMPANY WILL PROVIDE THE EXACT SPECIFIED ITEM AT YOUR PROPOSED PRICE SHOULD YOU RECEIVE THE AWARD. Where AISD has not indicated a specific brand name or model, the offerer shall indicate the brand name and model proposed in the space provided on the response sheet.

IMPORTANT: When submitting alternates to stated pre-qualified items, proof of equality is the sole responsibility of the submitting vendor. All alternates must be submitted for review and qualified by the buyer prior to recommendations to Directors.

All product bid must be new (not refurbished, etc.), unless otherwise specified. Latest model or newest technology should be bid.

Samples, if required, must be furnished free of expense to the School District on or before date specified; if not destroyed in examination, they will be returned to the offerer, if requested, at his expense. Each sample must be marked with offerer's name and address. DO NOT ENCLOSE IN OR ATTACH SAMPLE TO PROPOSAL. Detailed specifications must be provided on any machine or equipment other than the make and model specified. The name, address, and telephone number of nearest repair facility must be given, as well as the length of warranty. Proposals may not be considered without this information.

Attach to proposal descriptive literature of the merchandise you are proposing. Mark each item by our designated item number.

Warranty to be at least one (1) year on parts and labor. Vendor must demonstrate their ability to warranty the product throughout its useful life.

The anticipated term of agreement for annual purchase contracts and catalog discounts shall be for a period of one year with the option to renew for an additional period of one year upon agreement by both parties. Price changes will normally only be considered at the end of one agreement period and the beginning of another. Price change requests shall be supported by evidence of increased costs to the proposer. The District will not approve price increases that will merely increase the gross profitability of the proposer at the expense of the District. Price change requests shall be a factor in the agreement extension review process. The District shall determine whether the requested price increase or an alternate option is in the best interest of the District. Price increases in the extension year may not exceed CPI or 2%, whichever is lower.

AISD Purchasing personnel are the only employees allowed to place purchases for the School District.

AISD's methods of payment include ACH or credit card only. For additional information, go the following link: <http://www.amaisd.org/cms/one.aspx?portalId=18930063&pageId=19285198>.

Payments that are due and owing will be made by or on the 10th of the month following delivery, if the invoice is received by the 20th of the month of delivery.

All buildings and property owned by AISD are deemed a "drug free zone". Therefore, no one may use, consume, carry, transport or exchange tobacco, cigarettes, e-cigarettes, alcohol or illegal drugs while in or on School District property. The successful entity shall ensure that their employees are informed of this policy and shall ensure that it is adhered to.

If selected, vendors may be required to certify information to AISD regarding the criminal background status of its employees, and/or otherwise comply with the requirements of Texas Education Code Chapter 22, Subchapter C, as applicable.

Purchase Order number must be clearly noted on all shipping tickets and invoices and ONLY one number per invoice. No invoice shall be processed and paid which is not completed as stated.

Send all invoices to:

Amarillo Independent School District
7200 I - 40 West
Amarillo, Texas 79106

If applicable, MSDS sheets must accompany your product and will be required with delivery of product to District's warehouse.

Asbestos: Nothing stated or implied in these specifications is to be interpreted as requiring or permitting the use of any asbestos containing material of any kind. Since some of Amarillo's schools contain asbestos, all contractor personnel working on-site must either be Asbestos Certified or they must watch a video (approximately 1.5 hours in length) on asbestos awareness and sign a release form waiving AISD from all liability relating to possible asbestos exposure.

Contract Status: A response to this RFP shall be considered as an offer to contract. Final negotiations on the best evaluated offer shall be conducted to resolve any minor differences and informalities. After final negotiations, the Amarillo Independent School District shall issue an acceptance of the proposal offer. Both parties prior to executing any changes must agree to all changes to the contract in writing. The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of The Amarillo Independent School District.

Debarment or Suspension: The Amarillo Independent School District is prohibited from spending federal funds with vendors who have been debarred or suspended. By responding to this Bid document, you attest that your company is not debarred by the Federal Government.

Indemnification Requirements: The successful Contractor shall indemnify and hold The Amarillo Independent School District harmless from all Contractors' performance or failure of performance as a result of the contract. The successful Contractor shall keep The Amarillo Independent School District free and clear from all liens asserted to by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor. The resulting contract shall be construed under the laws of the State of Texas and venue in any action to enforce the contract shall be in Potter County, Texas. The actions of the successful Contractor with third parties are not binding upon the AISD. The Contractor is not an agent of The Amarillo Independent School District. AISD is precluded by Texas Laws to enter into any agreements that require AISD to indemnify or hold harmless a vendor or third party. Should you provide form contracts, please indicate clearly on a cover sheet that you will delete that (those) provision(s) and mark in red ink (underline) where those provisions are in the agreements.

The District believes that it can best maintain its reputation for treating suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest to the AISD Internal Auditor at (806)326-1310.