

**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.**

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO KATY ISD PURCHASING DEPARTMENT, 5364 FRANZ ROAD, KATY, TEXAS 77493, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. Katy ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Katy ISD. Vendors not responding to the 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.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to vendors unopened. Katy ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time stamp in the Purchasing Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
7. BID 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.
8. SAMPLES, if applicable or when requested, shall be furnished at no cost to Katy ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples, for which no return request is received by Katy ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
9. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
10. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Katy 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.
11. 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 and bidder cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of bidders.
12. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. RESPONSIBLE BIDDER. The business must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
14. REFERENCES: KATY ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number and name of representative.
15. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Katy ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their 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 unresponsive vendor list.
16. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Katy ISD forms; although additional information may be attached for evaluation purposes.
17. SALES TAX: Katy ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
18. NO CASH ADVANCE discount will be considered.
19. BID EVALUATION. The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
20. EVALUATION CRITERIA. In determining to whom to award a contract, the District will consider: (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; and (8) any other relevant factor as listed in the project documents.
21. BID AWARD: Katy ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
22. PLEASE BID on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
23. IF DURING THE LIFE OF THE CONTRACT, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Katy ISD.
24. DELIVERY: All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Katy ISD Designated Location with inside delivery included in the bid price.

25. **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.
26. **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 Katy ISD.
27. **DEVIATIONS FROM SPECIFICATIONS.** All deviations from the specifications must be noted in writing, 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 and/or equipment when delivered.
28. **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 Katy ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Katy ISD will not accept substitutes after item(s) have been awarded as specified. Katy ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Katy ISD.
29. **DESCRIPTIONS:** Any reference to model and/or make/manufacturer used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. **"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.
31. **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 Katy ISD Director of Purchasing. Addenda will be mailed to all who are known to have received a copy of this bid.
32. **ADDENDA MUST BE ACKNOWLEDGED WITH BID SUBMITTAL.** An addenda acknowledgment form will be provided with bids requiring acknowledgment of addenda.
33. **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 Katy ISD Director of Purchasing.
34. **SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Katy 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 any 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 Katy 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 Katy ISD growing out of such injury or damages.**
35. **CONTRACT:** This bid, when properly accepted by Katy ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Katy ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.
36. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, or delivery and acceptance of products and /or performance of services is concluded subject to the following conditions:
- A. Katy ISD reserves the right to review the performance of vendor at all times.
  - B. Katy 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 Katy ISD approval at any time on thirty (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, Katy ISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.
37. **KATY ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
38. **TERMINATION FOR DEFAULT:** Katy 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 Katy ISD in the event of breach or default of this contract. Katy ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
- A. Meet schedules;
  - B. Default in the payment of any fees;
  - C. Otherwise perform in accordance with these specifications.
39. **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 Katy ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Katy ISD, Katy ISD may on ten (10) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the vendor by Katy ISD for the unexpired term of the Agreement.
40. **BREACH OF CONTRACT** or default authorizes Katy ISD to exercise any or all of the following rights:
- Katy ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
  - Katy 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.
  - Katy ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Katy ISD.
- In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.

41. IN THE EVENT the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Katy 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 Katy 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.
42. BIDDER, IN SUBMITTING THIS BID, agrees that Katy ISD shall not be liable to prosecution for damages in the event that Katy ISD declares the bidder in default.
43. GRACE PERIOD: Katy 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.
44. NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Katy 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 Katy, 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.
45. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Katy ISD from claim involving infringements of patents and/or copyrights.
46. CONTRACT ADMINISTRATOR: Under this contract, Katy ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Katy ISD Purchasing Department and the successful bidder.
47. PURCHASE ORDER: A purchase order(s) shall be generated by Katy ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Katy ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
48. 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/campus and/or delivery location, (c) Katy ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
49. PRODUCTS SUPPLIED UNDER THIS CONTRACT shall be subject to Katy 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 Katy ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Katy ISD for disposition.
50. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Katy 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.
51. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
52. 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 Katy ISD.
53. 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 Katy, Fort Bend County, Texas.
54. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Katy ISD.
55. 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.
56. 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.
57. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
58. PAYMENT will be made upon receipt and acceptance by Katy ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay subcontractors within ten (10) days.
59. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:  
**Katy ISD Accounts Payable Department**  
**P O Box 159**  
**Katy TEXAS 77492-0159**
60. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must submit a Conflict of Interest Questionnaire if required no later than the 7<sup>th</sup> 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. The form may be downloaded from the Katy ISD website at [www.katyisd.org/services/purchasing.htm](http://www.katyisd.org/services/purchasing.htm).**
60. **ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH KATY ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.**
61. **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 your bid.**

**62. ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO THE PURCHASING DEPARTMENT AT (281) 396-6260.**

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