



North East ISD Bid Terms and Conditions

NORTH EAST ISD RIGHTS

The following rights are reserved by North East ISD and, by virtue of any vendor's submission of a bid, agreed to and acknowledged by the vendor:

- NEISD reserves the right to waive or take exception to any part of these specifications when in the best interest of NEISD.
- NEISD reserves the right to waive any irregularities or formalities in this proposal.
- NEISD reserves the right to reject any and all proposals submitted.
- NEISD reserves the right to request additional information from all proposers/prospective vendors.
- NEISD reserves the right to determine equivalent alternatives. In instances where bid alternates are allowed for line-item bids, NEISD will review the alternate item proposed by vendor to determine if the item truly is an equivalent alternative for the original bid item requested in the solicitation.
- NEISD reserves the right to make awards that are the most advantageous to the District.
- NEISD reserves the right to accept, reject, or negotiate any component of a proposal to ensure the resulting contract offers the best value to the District.

LINE PRICING

If this is a line-item bid, proposal line-item pricing will remain firm for one year from the date of award.

PRICING CHANGES

A price increase may occur only once a year in conjunction with the anniversary award date and will only be recognized when proof of such increases has been received in the Procurement & eCommerce Department thirty (30) days prior to increase taking effect and it is determined the price increase is acceptable. Price increases will be compared to the consumer price index for acceptability. The District reserves the right to cancel all contracts and bid awards if the requested price increase is determined to be excessive. Purchase order(s) issued prior to price increase, even if received after this date, must be honored by vendor.

PRICING ERRORS

In case of pricing errors, the smallest and/or lowest unit price listed in any part of the proposal or documentation provided with the proposal will be the actual price bid.

DEVIATIONS OR EXCEPTIONS

Any exceptions or deviations ("Deviations") from these Bid Terms & Conditions, or any other special terms, conditions, or specifications referenced in a bid solicitation document or District [Purchase Order Terms and Conditions](#) must be disclosed in writing by the proposing vendor and submitted along with the vendor's offer/bid submittal for consideration by the District. The District, at its sole discretion, reserves the right to accept, reject, or negotiate the deviations to ensure the resulting contract offers the best value to the District.

ADDENDA TO SOLICITATION

Any additions, deletions, modifications, corrections, clarifications, or changes made to this bid solicitation shall be posted on the NEISD Procurement & eCommerce website. It shall be the sole responsibility of each proposer/prospective vendor to ensure review of all addenda issued in connection to this bid solicitation prior to submitting a response. By submitting an offer, the proposer/prospective

North East ISD Bid Terms and Conditions

vendor hereby affirms that such offer is made in compliance with the terms, conditions, and specifications referenced within such addenda.

EVALUATION CRITERIA

It is not the policy of the North East ISD to purchase based on low proposals alone. Quality and suitability to purpose being controlling factors, the District reserves the right to select on these and other applicable criteria listed below by whatever means may be determined to result in the best value to the District.

The following criteria shall be used to evaluate each proposal:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods and 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, if any;
6. the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the District to acquire the vendor's goods and services;
8. 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 this state; or
 - b. employs at least five hundred (500) persons in this state; and
9. any other relevant factor specifically listed in the request for bids or proposals.

BID AWARD

The contract award will be made to the proposer/prospective vendor who, based on the evaluation of all responses, applying all selection criteria and oral interviews, if necessary and applicable, is determined to be the best value to the District. After RFP results have been evaluated and upon approval by the Board of Trustees, if required, awarded vendors will be notified in writing of award. Contracts for purchases will be put into effect by means of purchase orders issued by the Executive Director of Procurement & eCommerce.

BILLING AND INVOICES

The following guidelines apply to purchases and invoicing when utilizing the awarded contract:

- All prices and quotes should be itemized to include all costs.
- Prices must include any and all delivery charges.
- Delivery shall be F.O.B. Destination, Freight Prepaid.
- North East ISD is a tax-exempt entity.
- All packing lists, invoices etc., shall reference the applicable District's purchase order number.
- All material(s) should be delivered within fourteen (14) days after receipt of purchase order.
- Arrangements must be made with the ordering campus/department should additional time be needed.
- Should the awarded vendor be unable to deliver material(s), North East ISD reserves the right to purchase materials from another vendor and invoice the awarded vendor the difference between the bid and purchase price.

North East ISD Bid Terms and Conditions

- Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.

CONFLICT- OF-INTEREST QUESTIONNAIRE

A Conflict-of-Interest Questionnaire is included and should be signed and returned with proposal. The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a vendor failed to file a Conflict-of-Interest Questionnaire required by Section 176.006. Failure to submit a completed and signed Conflict-of-Interest Questionnaire may result in the disqualification of the proposal.

PUBLIC INFORMATION REQUESTS

North East ISD is a political subdivision of the State of Texas, and as such all information and documentation in its possession, custody or control is subject to the requirements of the Texas Public Information Act set forth in Chapter 552 of the Texas Government Code. You understand that by submitting this bid, to include all supporting documentation, it is in the possession of the District. Therefore, North East ISD must and will provide all procurement and bid submittal information to any third-party that submits a Public Information Act request for the documents, with the exception of vendor financial statements. Should the District seek an opinion from the Texas Attorney General as to whether any of the bid documents containing information the vendor contends is proprietary, and should therefore not be disclosed, the vendor agrees to provide written comments to the Attorney General's office in support of such contention. Failure to do so may render the information public, and vendor understands and accepts that in such circumstances the information will be released to the person or entity requesting it.

OPTION TO EXTEND CONTRACT

North East ISD reserves the right to offer bid extensions, see the Terms set forth within the solicitation for more information relative to this bid. If the option to renew is exercised, the contract will continue under the same terms and conditions.

NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated by the North East ISD's governing body in any fiscal period for payments due under this contract, then the Executive Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to North East ISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

UNIFORM COMMERCIAL CODE

This contract shall be governed in accordance with the rights and remedies set forth in the Uniform Commercial Code as adopted by the State of Texas.

TERMINATION CLAUSE

North East ISD reserves the right to terminate this contract for any reason including, but not limited to, non-performance with thirty (30) days written notice to the vendor.

North East ISD Bid Terms and Conditions

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 party.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

NOTICE OF MATERIAL CHANGE TO THE VENDOR CONTRACT

Vendors must notify the Procurement & eCommerce Department when any material change in operations that may adversely affect compliance with this bid and/or resulting contract, (i.e. assignment, bankruptcy, change of ownership, merger, name change, etc.) is made. No material change may be made to the contract without the prior written approval of NEISD. A *Notice of Material Change to the Vendor Contract* form is available on the District Procurement & eCommerce website.