



**Santa Fe Independent School District  
Cowan Education Center  
4133 Warpath  
Santa Fe, Texas 77510  
(409) 925-3526**

**March 30, 2020**

**NOTICE**

*Sealed proposals addressed to the Santa Fe Independent School District, Attention: Lee Townsend, Assistant Superintendent of Operations, will be received in the Business Department or via email (listed below) at Cowan Education Center, 4133 Warpath, Santa Fe, Texas 77510 until:*

**2:30 pm, Friday, April 24, 2020 for  
RFP# 2020-004 CUSTODIAL SUPPLIES**

*at which time the names of the companies submitting proposals shall be read aloud. Vendors may attend but the presence of the vendor is not required.*

*Prospective vendors shall submit one (1) original and two (2) hard copies in a sealed envelope or electronically to the email addresses listed below and clearly marked RFP#2020-004 CUSTODIAL SUPPLIES 2:30pm, Friday, April 24, 2020. Failure to submit a proposal in the manner requested may result in rejection of the proposal.*

*Amy.Presley@sfisd.org*

*Bob.Atkins@sfisd.org*

*Chris.Wheeler@sfisd.org*

*Any proposal received later than the specified time, whether delivered in person or mailed, shall remain 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 one (1) year beginning July 1, 2020 through June 30, 2021, renewable annually for two (2) additional one (1) year terms by mutual consent.*

**Lee Townsend, CPA  
Assistant Superintendent of Operations**

## 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 by completing the attached form. 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 good 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 (8) 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 DESIGNATED 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 FORM 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 Bob Atkins, Director of Maintenance and Operations. Inquiries shall be made in the form of an email to [Bob.Atkins@sfisd.org](mailto:Bob.Atkins@sfisd.org). No addenda will be issued later than five (5) 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.

**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 OPPORTUNITY:** All vendors shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation (41CFR Part 60).

**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 (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.

**ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH SANTA FE ISD** must comply with House Bill 1295, Disclosure of Interested Parties (Form 1295), filed electronically with the Texas Ethics Commission.

**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 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.

**ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO BOB ATKINS, DIRECTOR OF MAINTENANCE AND OPERATIONS – [Bob.Atkins@sfisd.org](mailto:Bob.Atkins@sfisd.org).**

**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 custodial supplies for 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 one (1) year period beginning July 1, 2020 through June 30, 2021, with renewal options for two (2) additional one (1) year terms, 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 in May 2020. 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 Director of Maintenance and Operations 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.

**MATERIAL SAFETY DATA SHEETS (MSDS):** The Federal Government requires that the District obtain current and accurate MSDS for each product that may contain hazardous substances, create hazardous substance as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor(s) must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or department location. This information shall be provided on an OSHA Form 20 MSDS or a suitable equivalent.

## **SPECIFICATIONS**

- The specifications as written are intended to serve as a guide and not intended to eliminate any company from bidding.
- All required forms must be completed and submitted with the proposal. Failure to do so can result in proposal disqualification.
- For a proposal item other than specified to be considered, the vendor must provide the District with all pertinent product information including brochures, MSDS and samples.
- The successful bidder(s) shall provide a minimum of two (2) material training sessions for district employees each year.
- The District currently uses a complete chemical mixing/dispensing system which includes a five level shelving unit to hold liquid cleaner concentrates. All potential vendors shall quote, if applicable, a system of equal value and include any and all written information pertaining to the system. The system must come with and held spray bottles with silk screen printing in both English and Spanish for each product to meet USDA Standards.
- Samples are required on all products submitted for proposal free of charge. Vendors who are presently under contract to provide products indicated, shall submit new samples. All samples must be clearly labeled with the supplier's name.
- Suppliers are expected to carry sufficient inventory to cover the needs of the District.
- The District will not be responsible for any product that the supplier has on hand at the end of the contract.
- Maximum delivery time on orders will be forty-eight (48) hours.
- All deliveries are to be made Monday through Friday, during regularly scheduled District workdays, between the hours of 7:00 am to 11:30 am and 12:30 pm to 3:00 pm.
- Invoices shall be presented with each delivery, verified for accuracy with shipment, signed and retained by the District.
- All shipping and handling costs, if applicable, shall be included in the bid price.
- Statements must be received before the fifth (5<sup>th</sup>) of each month to the following address: Santa Fe ISD, Attn: Accounts Payables, PO Box 370, Santa Fe, TX 77510.
- The contract period will run for one (1) year, July 1, 2020 through June 30, 2021, renewable for two (2) additional one (1) year terms, requiring approval by the Board of Trustees and by mutual consent of both parties.
- No substitutions of any product will be accepted without prior approval or consent by the Director of Maintenance and Operations.