



# Kerrville Independent School District

1313 Stadium Drive  
Kerrville, Texas 78028  
830-257-2216 Phone

August 29, 2024

Dear Vendor:

In order to comply with Texas Purchasing Law, supplies/services used by the schools in certain categories that exceed the aggregated amount of \$50,000 threshold have to be competitively requested using one of the approved methods. One of the methods is to be a member of a purchasing cooperative such as Region 20, BuyBoard, etc.

Another method is the solicitation of a request for proposal from vendors. So that you may have an additional opportunity to do business with the District, we would encourage you to submit the attached proposal by the due date and time for consideration to become an approved vendor.

Attached as part of the package is a question and answer section. If you still have questions, please call Herb Borden, Interim Director of Maintenance, at 830-257-2216.

Thank you,

Herb Borden

Interim Director of Maintenance

KERRVILLE ISD  
Purchasing Department

In order to do business with Kerrville ISD, all vendors must become “approved” vendors through one of several processes; for the purpose of this request one of the following two processes below must be used.

- a) Be a member of a purchasing cooperative. Currently Kerrville ISD is a member of Region 20, TCPN-TX Cooperative Purchasing Network, BuyBoard, TIPS-Texas Inter-local Purchasing System among others.
- b) Respond to a Catalog / Categorical Proposal Request.

**WHAT IS A CATALOG / CATEGORICAL PROPOSAL?**

A catalog / categorical proposal is one where the District asks for proposals from various categories of vendors for materials, supplies, equipment and services for the coming school year. In responding to this proposal, the vendor places themselves in a particular category or categories, then gives discounts and terms that they are willing to grant to the district for items in those categories.

Example: Sod would fall under the Grounds category and the vendor might say that for the current school year they would supply sod to the District at 2% below retail pricing.

**WHAT CATEGORY DOES MY COMPANY FALL IN?**

On the Proposal Response Form of this document is a list of the Categories that Kerrville ISD is requesting proposal responses on from vendors. Please evaluate your business and decide if you provide items or services from one or more of these categories.

Example: If your company supplies plumbing supplies then you would check off the plumbing Supplies/Materials. If your company is an electrical services company, then you would check off the Electrical Materials, Supplies, Equipment & Services category.

**HOW DO I BECOME AN APPROVED VENDOR?**

If you are interested in responding to this proposal request, complete and return the proposal packet in person to the following physical address or email to: [beckie.gramatikakis@kerrvilleisd.net](mailto:beckie.gramatikakis@kerrvilleisd.net)

Mail or return in person the information as instructed in the RFP prior to the stated deadline. The reply must be in a sealed envelope with the Proposal Number and Date clearly stated on the outside of the envelope. Once the solicitation period has expired, final proposal tabulation will be taken to next regularly scheduled board meeting.

**IF I DON'T RESPOND TO THE PROPOSAL WILL KISD STILL PURCHASE FROM MY COMPANY?**

Possibly, due to Texas Education Code 44.031; all School Districts must meet competitive purchasing requirements. This means we must use one of several different types of processes to meet these requirements; examples are Sealed Proposals, Cooperative Purchasing Organizations, Catalog / Categorical Proposals, Request for Proposals, etc, or must fall into a purchasing category, published by the District annually. For the purpose of many of the normal operating materials, supplies, equipment and services, Kerrville ISD has chosen to use Cooperative Purchasing Organizations and Catalog / Categorical Proposals.

**WHAT IF I DON'T WANT TO RESPOND TO THIS REQUEST, BUT STILL WANT TO BE SENT PROPOSAL REQUEST INFORMATION IN THE FUTURE?**

If you are not interested in responding to this particular proposal request you do not need to return anything; unless, you would like to remain on our list to receive future proposal notices. If you are interested in receiving future proposals, please return page 1 of the proposal with “NO PROPOSAL” written on it and return it prior to the stated deadline.

**WHAT IS THE REST OF THE PACKET FOR, WHAT IS ALL THE LEGAL LANGUAGE?**

Kerrville ISD is required to provide all the information in the remaining pages of the proposal document in order to satisfy legal purchasing requirements. The information is provided for your informational purposes only.

**I HAVE QUESTIONS PERTAINING TO THE PROPOSAL, WHO DO I CONTACT?**

All questions regarding this invitation must be submitted in writing (email preferred) to Herb Borden, Interim-Director of Maintenance ([herb.borden@kerrvilleisd.net](mailto:herb.borden@kerrvilleisd.net)).

KERRVILLE INDEPENDENT SCHOOL DISTRICT MAINTENANCE DEPARTMENT

1313 Stadium Dr  
Kerrville, TX 78028  
830-257-2216  
August 2024

The Kerrville Independent School District is seeking sealed proposals for RFP 240901-1 District Operations Supplies, Materials and Services and Miscellaneous Supplies-Materials. Proposals will be accepted until 3:00 p.m., September 16, 2024. Any proposals received after that date & time will be rejected and returned to the sender unopened. The District is not responsible for late deliveries. Vendors submitting a proposal assume the risk of the methods of dispatch chosen. The District assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date will not substitute for receipt of proposal. Fax and electronic submissions will NOT be accepted. Proposals should be addressed to:

Mailing and/or Physical Address:  
Maintenance Department  
Kerrville Independent School District  
1313 Stadium Drive  
Kerrville, TX 78028

Proposals (ORIGINAL & ONE COPY) must be received in a sealed envelope clearly marked in the lower left corner of the envelope: RFP 240901-1 District Operations Supplies, Materials and Services and Miscellaneous Supplies- Materials.

**PROPOSAL SPECIFICATIONS:**

The proposal specifications are attached.

It shall be the vendor's responsibility to review and comply with the terms and conditions of this proposal as outlined in the RFP.

Proposals shall be submitted on THIS ORIGINAL FORM ONLY and must be received in a sealed envelope clearly marked in the lower left corner of the envelope as instructed in the introduction.

The District reserves the right to award to multiple vendors. This is a non-exclusive request for proposal.

Proposals and discounts are firm from date of award through August 31, 2027. This contract may be extended for 2 additional years in one fiscal year increments at the same or increased discounts with both parties in agreement.

An authorized representative of the vendor must properly complete each proposal acknowledgment section.

Kerrville Independent School District is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, or handicap.

PROCEDURE FOR "NO PROPOSALS"- IF YOU ARE SUBMITTING A NO PROPOSAL, PLEASE RETURN THIS PAGE AND WRITE "NO PROPOSAL" ON IT. Vendors are invited to be present at the opening of this proposal on the above day and hour. Proposals will be opened at the Kerrville ISD Purchasing Office.

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Herb Borden, Interim Director of Maintenance

#### GENERAL TERMS & CONDITIONS

1. No proposals may be withdrawn without District approval. The Kerrville Independent School District reserves the right to reject any and/or all proposals not considered to be in the best interest of the District and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District
2. The District reserves the right to re-bid if necessary. In addition, the district reserves the right to award to multiple vendors.
3. Kerrville ISD assumes no liability for and will not be responsible for the payment of goods or services without a duly authorized purchase order issued by the District Purchasing Department
4. In determining contract awards to vendors, the district may consider: The purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the district's needs, the vendor's past relationship with the district, the total long-term cost to the district to acquire the vendor's goods or services, the impact on the liability of the District to comply with the laws relating to historically underutilized businesses, for a contract that is not for 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 has its principal place of business in this state or employs at least 500 persons in this state, vendor response time, compatibility of goods/products purchased with those already in use in the district and any other relevant factor specifically listed in the request for bids or proposals.
5. In the event the successful proposer fails to deliver as specified as to wholesomeness, quality, quantity or service of items on which award was made by the promised delivery date at the prices specified in this proposal, the Kerrville I.S.D. reserves the right to purchase the specified services/products elsewhere and charge the increase in price and cost handling, if any, to the contractor awarded the proposal. The District also reserves the right to disqualify a vendor from future bidding should the vendor fail to meet and/or deliver as to wholesomeness, quality, quantities or deliveries as mentioned above.
6. Pursuant to Texas Local Government Code, any proposal accepted by Kerrville ISD and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds.
7. The quantities stated are approximate for the periods specified by the proposal. The District reserves the right to delete any item. The District reserves the right to increase or decrease quantities as need indicates.
8. The district reserves the right to request samples of proposal items. The samples shall be provided at vendor cost. If the sample items must be returned to the vendor, the shipping costs must be borne by the vendor.
9. Vendors will confirm and/or change the address shown on this proposal. Vendors are responsible for written notification of change of address and telephone number.
10. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by the proposer. The unit price will prevail in resolution of mathematical errors in extension of totals.
11. Quantities ordered must be delivered in full. NO PARTIAL SHIPMENTS can be accepted without prior approval from the Purchasing Department.
12. Unless otherwise stated, payment will be net thirty (30) days after receipt of services/products and correct invoice. If a cash discount is allowed for prompt payment, please indicate on the front side of the proposal form on the same page as the proposed item. Include discount when extending unit and total price.
13. Amendments to proposals, once filed, may be submitted in a sealed envelope only, and properly identified, prior to opening hour. Proposals will represent a true and correct settlement and shall contain no cause for claim of omission or error.
14. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefore, 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, sale or use of such article in violation, infringement or the lack of the rights under such patent, copyright, trademark, or application.
15. Delivery requirements are stated in the Special Conditions. If delays are foreseen, written notice shall be given to the Purchasing Department which will take the extensions under advisement. Vendors shall advise the School District of the status of orders as failure to meet delivery dates may result in removal from the approved vendor list. Delivery of purchases in good conditions 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. Vendors who fail to deliver as specified may be removed from the vendor list for one year.
16. Kerrville Independent School District will not receive any drop shipments that are not clearly labeled with the District's purchase order number. Drop shipments are to include total quantity ordered for a given term.
17. The Kerrville I.S.D. is exempt from all applicable federal and state taxes. All quotation offers and/or proposals should be made taking this fact into consideration. The Business office upon request will furnish excise tax exemption certificates.
18. Shipping freight costs should be included in the proposal price.
19. Successful proposer will take full responsibility that merchandise must be delivered to the district warehouse. None of the district personnel will go into any truck to unload.
20. All orders for services/products must be placed via a numbered Kerrville ISD Purchase Order. Invoices should be mailed to: Kerrville I.S.D., 1313 Stadium Drive, Kerrville, TX 78028, ATTN: Director of Maintenance.
21. Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
22. All contracts and agreements between merchants and the district shall adhere to the statutes as set forth in the Uniform Commercial Code as last amended.
23. Proposer must enclose manufacturer's technical data where requested. Proposer must state brand for each of the items when requested for which prices are quoted. Failure to comply with these provisions may result in non-consideration of proposal.
24. The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to The District all fees and charges in connection therewith unless specifically otherwise provided. In the event of violation, The Vendor shall pay all fines and penalties; including attorney's fees, and other defense costs and expenses in connection therewith.

25. The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations and standards. The Vendor shall indemnify and hold harmless The District from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on The District because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.
26. The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance. The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurances. The Vendor shall furnish to The District a Certificate of Insurance
27. The contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Worker's Compensation Act of the State of Texas; adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to Kerrville ISD that such insurance is, in fact, in force. All Certificates of Insurance shall be forwarded to Kerrville ISD, Purchasing Department.
28. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design; efficiency and quality desired and shall not be construed as to exclude other manufacturer products of comparable quality, design and efficiency.
29. Any interpretation, correction, or change of the RFP will be made by ADDENDUM. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding. Addenda will be issued as expeditiously as possible.
30. It will be the responsibility of all respondents to contact The District prior to submitting a response to the RFP to ascertain if any addenda have been issued, and to obtain any and all addenda, execute them, and return addenda with the response to the RFP.
31. Omission in the proposal of any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.
32. Kerrville ISD shall at all times have access to the work wherever it is in preparation or progress and the vendor shall provide proper access and inspection.
33. Proposals are to include the furnishing of all materials, equipment, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The use of district equipment will not be allowed. Tools necessary for completion of the work will be provided by and retained by The Vendor at no cost to The District. The District will not be liable for any costs beyond those proposed herein and awarded.
34. Kerrville Independent School District is exempt from taxation under the Sales Tax and Use Tax laws and vendors shall not include such tax
35. Vendor agrees at all times to defend, indemnify, and hold harmless Kerrville ISD, its trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorney's fees, resulting directly or indirectly from any act or omission of Vendor's officials, employees, agents, subcontractors or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement.
36. This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Kerr County, Texas, for any such action under this Agreement.
37. In connection with the execution of this Contract, The Vendor and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin in the performance of this agreement.
38. Before entering into a contract with the District, a person or business must give notice to the District if the person or an owner or operator of the business has been convicted of a felony. The District may terminate a contract with a person or business if the District determines that the person or business failed to give such notice or misrepresented the conduct resulting in the conviction. The District must compensate the person for services performed before the contract terminated. Education Code 44.034.
39. The prospective participant certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency
40. The Vendor agrees that all persons working for or on behalf of the Vendor whose duties bring them upon the Kerrville Independent School District's premises shall obey the rules and regulations that are established by the Kerrville Independent School District and shall comply with the reasonable directions of the Kerrville Independent School Districts officers.
41. The Vendor shall be responsible for the acts of its employees and agents while the Kerrville Independent School District's premises. Accordingly, the vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Kerrville Independent School District's premises. The Vendor shall be responsible for all damages to person or property caused by the Vendor or any of their agents or employees.
42. The Vendor shall perform the services contemplated in this Agreement without interfering in any way with activities of the Kerrville Independent School District's faculty, students, staff or visitors.

## SPECIAL TERMS AND CONDITIONS

If the vendor is proposing a catalog price, then a copy of the catalog from which prices will be obtained should accompany the proposal response. If the catalog is electronic, provide the website address. If a printed catalog is not available at proposal opening, vendor may provide a computer printout of prices. Catalogs are not required for vendor proposing shelf price.

The District retains the right to purchase the same or similar materials or items from other sources should it be determined that to do so would be in the District's best interest. This is not an exclusive award proposal; therefore, Kerrville ISD anticipates awarding this proposal to multiple vendors in order to best serve the needs of the District. As supplies and services included in the vendor proposal are needed, the District will contact vendors for price and availability.

After award, vendor will provide Material Safety Data Sheets (MSDS) with each order applicable.

There shall be no substitutes of any item without prior approval from the Kerrville Independent School District Director of Maintenance.

No back orders. In the event of an unexpected delay, Kerrville Independent School District shall be notified, thereby given the option to cancel, order from another source, or wait for delivery.

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 price, the item in question or the entire invoice shall be credited and the corrected invoice mailed within fifteen (15) working days.

The vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth on the vendor or manufacturer's warranty, which result from either delivery or use of product which does not meet the specifications within this document.

Kerrville Independent School District will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time with thirty (30) days written notice and justification. In the event of any actual contract cancellation, Kerrville Independent School District will not be held responsible for loss of business or any termination expenses incurred by the vendor.

The Vendor agrees that all persons working for or on behalf of the Vendor whose duties bring them upon the Kerrville Independent School District's premises shall obey the rules and regulations that are established by the Kerrville Independent School District and shall comply with the reasonable directions of the Kerrville Independent School District's officers.

The Vendor shall be responsible for the acts of its employees and agents while on the Kerrville Independent School District's premises. Accordingly, the Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Kerrville Independent School District's premises. The Vendor shall be responsible for all damages to persons or property caused by the Vendor or any of its agents or employees.

The Vendor shall perform the services contemplated in this Agreement without interfering in any way with the activities of the Kerrville Independent School District's faculty, students, staff or visitors.

Forms to be submitted

- a) The signed Proposal Form
- b) Felony Conviction Notice Form
- c) W-9 VENDOR IDENTIFICATION NUMBER CERTIFICATE. New Offerors are encouraged to submit with their proposal response a copy of a W-9 Offeror Identification Number Certificate to expedite the payment process if awarded a contract.
- (1) Local Government Code Chapter 176 imposes new disclosure/reporting obligations on vendors. Please complete and return Form CIQ.

Any additional documents required by the Solicitation

**PROPOSAL RESPONSE FORM**

Kerrville Independent School District request sealed proposals for the purchase of operational supplies, materials and services from day of award. Proposals and discounts are firm through **August 31, 2027**. This contract may be extended for 2 additional year in one fiscal year increments at the same or increased discounts with both parties in agreement.

Vendors will offer a firm discount from published catalog price or shelf price. THIS DISCOUNT MAY RANGE FROM 0% TO 99%. Vendor should be able to provide services and/or furnish any or all of the following:

Maintenance/Janitorial/Transportation/Miscellaneous (please check)

Asphalt, Sand, Fill, Gravel, Concrete	Multimedia Maintenance/Repair	Other: Please specify below
Auto/Bus Parts/Supplies/Repair/Services	Masonry Materials/Supplies	1
Auto Lab Equipment/Software	Metal Materials/Supplies	2
Bleacher Maintenance Service	Paint/Paint Supplies-Auto, Building	3
Cameras Equipment, Parts & Services	Plumbing Supplies/Services	4
Communication Equipment/Services	Police Supplies/Equipment	5
Construction Supplies/Equipment	Plexiglas-Glass Supplies/Services	6
Custodial Supplies, Equip, Repairs	Playground Equipment/Services	7
Electrical Supplies, Materials, Services	Safety Supplies/Equipment/Repair	
Fencing Materials, Supplies, Repairs	Small Engine Supplies/Repair	
Floor Maintenance/Repair/Supplies	Washer/Dryer Maintenance/Repair	
Field Maintenance/Supplies	Welding Supplies/Equipment	
Grounds-Garden-Agricultural Supplies/Equip	Window Replacement/Supplies	
Grease Trap services	Upholstery Supplies/Repair	
Hardware Supplies/Tools		
Heavy Equipment Supplies/Repair/Rental	Awards, Trophies, Signs, Decals	Member of any Cooperative:
HVAC Parts and Services	Catering Services	Buyboard
Irrigation Parts/Supplies	Charter Bus Services	Region 20
Kitchen Parts/Supplies	Groceries-General Supplies	TCPN
Landscaping Supplies/Equipment	Printing Services, including Photo	TXMAS
Locks/Keys Supplies/Repairs	Promotional-Incentives	Other:

State your return policy and return fees:

Discount off **CATALOG PRICE** shall be \_\_\_\_\_% for the items referenced above.

Shipping, handling and delivery charges shall be prepaid. Shipping, handling and delivery charges are: (check one) \_\_\_\_\_ free/included in cost  
 \_\_\_\_\_ based on weight      \_\_\_\_\_ based on \_\_\_\_\_% of order      \_\_\_\_\_ no charge, customer pickup \_\_\_\_\_ Not applicable

Discount off **SHELF PRICE** shall be \_\_\_\_\_% for the items referenced above

Shipping, handling and delivery charges shall be prepaid. Shipping, handling and delivery charges are: (check one) \_\_\_\_\_ free/included in cost  
 \_\_\_\_\_ based on weight      \_\_\_\_\_ based on \_\_\_\_\_% of order \_\_\_\_\_ no charge, customer pickup \_\_\_\_\_ Not applicable

Please list any exceptions on a separate page, attach to this page, and note below that there is an attachment.

**Vendor is able to provide services, which are listed on a separate page, and would like to be asked for a price quote when or if these services are needed.**      Yes \_\_\_\_\_      No \_\_\_\_\_

**PROPOSAL ACKNOWLEDGEMENT**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Vendor: \_\_\_\_\_ Toll Free Phone: \_\_\_\_\_ Local Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Website Address: \_\_\_\_\_

Position with Company: \_\_\_\_\_ E-mail address: \_\_\_\_\_

Signature of Company Official Authorizing this Proposal: \_\_\_\_\_

Company Official (Print Name): \_\_\_\_\_