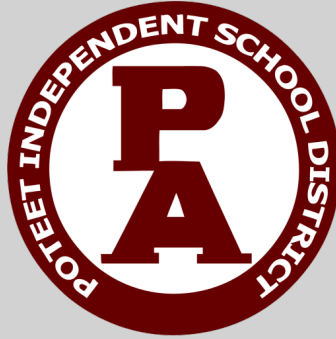




Request for Quote

Electronics

Issue Date: 03/24/2025

Response Deadline: 04/17/2025 02:00 PM (CDT)

REQUEST FOR QUOTE

Poteet Independent School District, Poteet, Texas, administers a federally funded Child Nutrition Program. Quotes will be requested for electronics to be secured between May 1, 2025, and December 31, 2025. Interested parties must respond by April 17, 2025, at 2:00 p.m. CDT. The contact for this RFQ is:

Fernando Mendez, Child Nutrition Director
Poteet Independent School District
1100 School Drive
Poteet, TX 78065
Phone: (830) 570-9083
Email: fmendez@poteetisd.org

Poteet ISD reserves the right to reject any and all offers.

No late offers will be accepted for any reason.

All offers are to be received by the due date and time. This is a RFQ, therefore, there is no public opening of responses. Recaps will be made available, upon request, to all interested parties after the submission deadline and upon completion of all negotiations and contract awards in accordance with the Texas Public Information Act, Government Code 552.

One (1) response per vendor will be considered. In the event two (2) responses are received from the same vendor, Poteet ISD reserves the right to decide which proposal will be considered.

Clarifications, interpretations, and/or questions regarding this solicitation may be directed via email to Fernando Mendez at fmendez@poteetisd.org. Responses will be distributed to all interested parties.

Profile of the School District

An overview of Poteet ISD can be found at <https://www.poteetisd.org/>. This web page provides the school district's profile, demographics, schools, staffing levels, budget, vision and mission statements, strategic plan, organizational charts, and additional information.

Purpose of Solicitation

The purpose of this solicitation is to:

1) secure a single vendor or multiple vendors for the purchase of several electronics as identified in ***Attachment A***.

Award Criteria

The final award will be offered based upon the following criteria:

- Price (60 points)
- References (10 points)
- Compliance with Requested Specifications (20 points)
- Qualifications/Experience/HUB/MWBE (10 points)

Poteet ISD promotes, to the maximum extent allowed by law, participation by Historically-Underutilized Businesses and Minority- or Woman-Owned Business Enterprises (HUB/MWBE) in all competitive procurement opportunities. Poteet ISD will make every effort to ensure that it diversifies its vendor pool and that HUB/MWBEs are provided opportunity to participate as a vendor for products and/or services provided to Poteet ISD. No unlawful discrimination will be made against vendors for any legally protected status, including those for federal Child Nutrition Programs.

In addition, awards will only be made to vendors deemed to be responsible. For purposes of this award, responsibility is evaluated as follows:

- Vendor must demonstrate or has demonstrated the ability to promptly and efficiently deliver all products to which that vendor responds and is awarded.
- Vendor must have the physical, as well as financial, capacity to store and deliver the quantity of products awarded in a safe and efficient manner.
- Vendor must have a proven record of service in the administration of a contract of this size and type. A vendor may be considered unreliable and thus non-responsive, if for any reasons, other than reasons beyond their control, they have violated any of the requirements listed in the terms of a similar agreement, have caused the cancellation of an agreement of this type, or have failed to properly communicate with customers on matters essential to an agreement of this type.

Solicitation and Award Timeline

March 24, 2025	Solicitation is Advertised and Issued
April 17, 2025	Solicitation Closes
April 21, 2025	Responses are Evaluated and Award Recommendation Prepared for School Board
April 28, 2025	Presentation of Award Recommendation for School Board Approval
May 5, 2025	Award Notification Posted and Distributed to Interested Parties
May 5, 2025 – December 31, 2025	Purchase Orders Approved and Orders Placed with Awarded Vendor

Service and Contract Period

The award resulting from this solicitation secures a single vendor or multiple vendors for the purchase of electronics as identified in **Attachment A** covering the period from May 1, 2025, through December 31, 2025. Pricing must remain firm through that period. All deliveries must be completed by the end of the contract term.

Should an awarded item become unavailable for any length of time during the contracted period, the vendor also agrees to notify Poteet ISD within thirty (30) working days of the anticipated unavailability. During this 30-day period, Poteet ISD reserves the right to consider a secondary source to supply such items subject to the lack of availability. The vendor will be notified of any adverse decisions(s) on the part of Poteet ISD in accordance with the terms outlined in **"Termination/Default and Settlement."**

Cost Analysis

In the initial cost analysis, the estimated value of this solicitation is under the federal Simplified Acquisition Threshold (SAT) of \$250,000. Formal procurement is NOT required secondary to the federal SAT and the state's formal procurement threshold. The cost analysis does require an informal procurement and this RFQ.

Material Change

Any modification to the awarded product or number of units to be purchased that results in a change of \$10,000 or more from the total contracted price will be considered a material change and will require initiation of a new solicitation.

Reservation of Rights

Poteet ISD reserves the right to the following:

- 1) Waive minor deviations from specifications if the school district determines the overall cost of goods and services will be lower and improve or not otherwise impair the overall function to be achieved.
- 2) Waive any minor informality or deficiency in any solicitation procedure.
- 3) Reject any or all responses.
- 4) Cancel the solicitation.
- 5) Reissue the solicitation.
- 6) Extend the solicitation opening date and time or the contract award date.

- 7) Modify the solicitation as may be appropriate with advertised and issued addendums to all interested parties.
- 8) Procure any goods or services by other means.

Orders

The vendor is responsible for ordering all equipment with manufacturers of awarded products. All invoices require an executed purchase order from Poteet ISD in advance of any billing to assure payment is made in a timely manner. The school district is not responsible for payment of any goods or services performed without an executed purchase order.

Deliveries

Deliveries shall be made to the shipping address noted on the executed purchase order. All shipping addresses will be within the jurisdiction of Poteet ISD. Deliveries made as a result of this contract shall be freight, insurance and taxes prepaid. All contract prices shall include all costs including taxes, insurance, freight, and delivery charges, including crating for shipping by common carrier.

Insurance Coverages and Bonding

There is no insurance or bonding currently required for participation in this solicitation or for contract award. Poteet ISD reserves the right to change this requirement with 30-day notice and as may be required to protect its interests.

Quality Control and Pricing

Pricing is to be outlined in the pricing worksheet provided as part of **Attachment A** of this document. The equipment description should be considered for quality control when offering a pricing proposal. Approved equivalents are allowable for all items. It is at the discretion of Poteet ISD as to the acceptability of alternate brands and manufacturer product codes offered.

This solicitation seeks pricing by individual piece of equipment for the purpose of evaluation as a line item award as well as pricing by collective unit for ALL needed pieces of equipment for the purpose of evaluation as a prime vendor/bottom line award. Poteet ISD encourages vendors to bid for the collective unit in the interest of best value for the school district.

Property Taxes

The vendor affirms that it does not currently owe or is otherwise indebted to Poteet ISD for adjudicated delinquent property taxes. Poteet ISD reserves the right to reject an offer if the vendor is currently indebted to Poteet ISD for delinquent taxes or to terminate a contract if the successful vendor subsequently becomes delinquent. Poteet ISD further reserves the right to deduct any delinquent taxes owed from Payments to the awarded vendor under the awarded contract.

Exemption from Texas Sales, Excise and Use Taxes

Poteet ISD is a public jurisdiction that is exempt from Texas sales, excise and use taxes.

Tax exemption certificates will be provided by Poteet ISD upon request. Sales tax must not be included in any response or invoice submitted by the vendor.

Invoices/Statements

Invoices for the purchases made by Poteet ISD are paid by the school district's business office. In order to facilitate the handling of these invoices, THE VENDOR MUST ADHERE TO THE FOLLOWING INSTRUCTIONS.

- 1) Once the purchase order is approved, an invoice from the vendor may be generated.
- 2) All items on invoices must be billed according to the description of the items. Unit prices for all items shall be recorded, and invoices shall be accurately extended.
- 3) The vendor must maintain copies of signed invoices for delivery verification of items being billed. These records are needed in the event the delivery of an item is questioned.
- 4) If for any reason it is necessary to make a change or cancellation on an invoice, it is to be recorded by the vendor on the invoice and signed by the vendor as well as the receiving agent for Poteet ISD. One (1) copy of the signed invoice is to be left at the delivery site and one (1) copy of the signed invoice is to be retained by the driver for recordkeeping by the vendor.
- 5) Upon receipt, invoices will be verified and paid by the school district's business office.
- 6) In the event an invoice is not properly submitted to Poteet ISD, no late fees or finance charges will be paid for delayed payment.

Poteet ISD reserves the right to specify supplemental billing requirements in writing, including, but not limited to, separate billing for individual campuses.

Discounts, Rebates, Allowances, and Incentives

Allowable costs will be paid from the nonprofit school food service account to the vendor net of all discounts, rebates, and other applicable credits accruing to or received by the manufacturer or any assignee under the contract, to the extent those credits are allowable to the allowable portion of the costs billed to Poteet ISD.

Compliance with Local, State, and Federal Laws and Regulations

The vendor agrees to comply with all local, state, and federal laws and regulations governing its existence as required by procurement regulations for federal feeding program sponsors as well as the Education Department General Administrative Regulations (EDGAR) outlined in 2 CFR Part 200, where applicable.

Contract Relationship

The vendor is not an employee of Poteet ISD and is not entitled to fringe benefits. Furthermore, the District will not deduct Federal Income Taxes, FICA, or any other funds required to be deducted by an employer as this is the responsibility of the vendor. The vendor is an independent contractor and Poteet ISD and the vendor have not entered into a joint venture or partnership in providing the services herein and nothing contained herein shall constitute or designate the vendor or any of its employees as employees of Poteet ISD.

Non-Collusion Clause

The vendor certifies that neither themselves nor the firm, corporation, partnership, or institution represented by the manufacturer, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly the proposal presented to any competitor or any other person engaged in such line of business for the purpose of obtaining information or gaining any favoritism that would in any way limit competition or give themselves an unfair advantage over other vendors in the award of this RFQ.

Termination/Default and Settlement

Poteet ISD reserves the right to terminate this contract between itself and the said vendor as evidenced in writing by Poteet ISD if any of the previous conditions are not met. The vendor shall be given ten (10) working days to remedy any violation of this contract. After such time, the vendor shall be given written notice ten (10) working days in advance of the actual termination of the contract.

Should this contract be terminated in its entirety due to any violation of this contract by vendor, the vendor shall be barred from submitting a proposal on any future contracts with Poteet ISD for a period of twelve (12) months from the date of the termination of this contract.

In the event that the vendor is unable or unwilling to maintain this contract, voluntarily or involuntarily, it agrees to notify Poteet ISD, in writing, at least thirty (30) days prior to its intent to terminate or default on the contract. Any vendor exercising this option will be eligible to participate in future proposals.

Upon termination or default of this contract, either by the vendor or Poteet ISD, the outstanding balance of invoices for items already received will be paid with no additional settlement made on the part of Poteet ISD.

Poteet ISD expects the highest quality product available at an acceptable price. The vendor is responsible for the quality of the product being proposed for delivery and subsequently awarded. If at any time, a product proves to be in violation of the original product specification or the product is of unacceptable quality, Poteet ISD reserves the right to withdraw the award for that product provided that written notice is given the vendor at least ten (10) working days prior to the intent to withdraw the award. The withdrawal of a product from the award will not result in barring the vendor from subsequent proposal awards as previously outlined.

The Board of Trustees of Poteet ISD reserves the right to cancel this agreement, with or without cause, at no risk or penalty upon thirty (30) day written notice of intent to cancel.

Force Majeure

If for any reason of force majeure either party hereto shall be rendered unable wholly or in

part to carry out its obligation under this agreement, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this agreement by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, alternate provisions may be negotiated to sustain the agreement. Then upon written notice after the thirty (30) days either party reserves the right to cancel this agreement without any further liability.

Additional Terms and Conditions

If changed conditions are encountered during the term of this contract, this contract may be supplemented or amended under terms and conditions mutually agreeable to all parties, provided that such changes, amendments, supplements, or modifications shall be in writing.

This contract contains the entire agreement of all parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the parties involved. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this contract shall be of any force or effect.

If any terms(s) or provision(s) of this contract are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this contract shall remain in full force and effect and shall in no way be effected, impaired, or invalidated, unless such holding causes the obligations of the parties hereto to be impossible to perform or shall render the terms of this contract to be inconsistent with the intent of the parties hereto.

This contract shall be governed by the law of the State of Texas and venue shall be in the county in which the offices of Poteet ISD are located which is Atascosa County, Texas.

Before any party may resort to litigation, any claims, disputes or other matters in question between the parties to this contract shall be submitted to nonbinding mediation or alternate dispute resolution at the request of any party. Submission by any party shall not be unreasonably withheld.

No assignment of this contract or of any duty or obligation of performance hereunder, shall be made in whole or in part by any party hereto without the prior written consent of the other parties hereto.

No waiver of a breach of any provision of this contract shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

In the event that any service or performance item to be furnished or used hereunder is protected by a patent, copyright, trademark, trade secret, or other intellectual property rights, the proposed will indemnify, defend, and hold harmless Poteet ISD and its employees, officers, and agency representatives from any and all claims made, lawsuits filed or losses, costs, or damages incurred as a result or related to the performance of work under this solicitation.

Offer Statement

In compliance with and subject to all the terms and conditions of this RFQ, the undersigned offers and agrees to provide Poteet ISD the items awarded in accordance with the product specification sheets and offered price. The offered price shall remain firm and shall be irrevocable and open for acceptance for sixty (60) calendar days unless otherwise specified from the date of submission.

Vendor/Company Name:_____

Mailing Address:_____

City, State, Zip Code:_____

Street Address:_____

City, State, Zip Code:_____

Phone Number:_____Email Address:_____

Printed Name/Title of Authorized Representative:

Signature of Authorized Representative:

_____Date:_____

DUNS#_____Company Registered on SAM.gov? Yes_____ No_____

ATTACHMENTS

ATTACHMENT A: PRICING WORKSHEET with specifications
(also available in Microsoft Excel)

PRICING WORKSHEET
ELECTRONICS

PRICING BY INDIVIDUAL UNIT
(Line item award.)

Vendor: _____

POTEET ISD RFQ TX 250417 ELE

Equipment/Approved Brand	Offered Equipment/Brand	Price Per Unit	Quantity	Price Extension	Notes
Laptop. 15" screen, 12 Core Snapdragon processor. 16 GV RAM, 512 GB SSD. External color: black. 4-year standard warranty. Acceptable brand: Microsoft Surface Laptop 6 or acceptable equal.			4		
Product Protection Warranty. 4-year warranty. Protects against accidental damage from handling, liquid spills and submersion, mechanical and electrical failure, manufacturer defects, failure from normal use, and power surges. Acceptable product: CDW1750LAPSTAD48D or acceptable equal.			4		
Docking Station. 1-year limited warranty. Microsoft Surface Thunderbolt 4 or acceptable equal.			5		
Monitors. Display size: 24". Resolution: 1080p Full High Definition. Refresh rate: 100 hertz. Response time: 5 milliseconds. Acceptable brand: ViewSonic VA2447-MHU or acceptable equal.			14		
Desktop Computer. Processor: Minimum AMD Ryzen 8700 GE. RAM: Minimum 16 GB. SSD: Minimum 256 GB. Acceptable brand: Lenovo ThinkCentre M75Q Tiny Gen 5 12RQ000RUS or acceptable equal.			5		
Keyboard/Mouse Combination. Wireless. Low profile, ergonomic design with spherically-dished, illuminated keys. F-BUS protocol compatible. Color: Graphite. Acceptable brand: Logitech 920-010116 or acceptable equal.			10		
USB-C M-M Cable. 60 w. 3 ft. length. Acceptable brand: Tripple or acceptable equal.			10		
Speakers. Bluetooth compatible. Wireless remote control with adjustable bass and treble settings. Color: black. Acceptable brand: Creative Labs T100 2.0 Bluetooth Speaker System or acceptable equal.			5		
Surge Protector. 11 outlets with phone splitter, COAX, and Ethernet protection. 120V. 8 ft. cable length. Acceptable brand: APC P11VNT3 or acceptable equal.			5		

Name of Authorized Agent

Signature of Authorized Agent

Date

PRICING WORKSHEET
ELECTRONICS

PRICING BY COLLECTIVE GROUP
(Prime vendor/bottom line award.)

Vendor: _____

POTEET ISD RFQ TX 250417 ELE

Equipment/Approved Brand	Offered Equipment/Brand	Price Per Unit	Quantity	Price Extension	Notes
Laptop. 15" screen, 12 Core Snapdragon processor. 16 GV RAM, 512 GB SSD. External color: black. 4-year standard warranty. Acceptable brand: Microsoft Surface Laptop 6 or acceptable equal.			4		
Product Protection Warranty. 4-year warranty. Protects against accidental damage from handling, liquid spills and submerision, mechanical and electrical failure, manufacturer defects, failure from normal use, and power surges. Acceptable product: CDW1750LAPSTAD48D or acceptable equal.			4		
Docking Station. 1-year limited warranty. Microsoft Surface Thunderbolt 4 or acceptable equal.			5		
Monitors. Display size: 24". Resolution: 1080p Full High Definition. Refresh rate: 100 hertz. Response time: 5 milliseconds. Acceptable brand: ViewSonic VA2447-MHU or acceptable equal.			14		
Desktop Computer. Processor: Minimum AMD Ryzen 8700 GE. RAM: Minimum 16 GB. SSD: Minimum 256 GB. Acceptable brand: Lenovo ThinkCentre M75Q Tiny Gen 5 12RQ000RUS or acceptable equal.			5		
Keyboard/Mouse Combination. Wireless. Low profile, ergonomic design with spherically-dished, illuminated keys. F-BUS protocol compatible. Color: Graphite. Acceptable brand: Logitech 920-010116 or acceptable equal.			10		
USB-C M-M Cable. 60 w. 3 ft. length. Acceptable brand: Trippe or acceptable equal.			10		
Speakers. Bluetooth compatible. Wireless remote control with adjustable bass and treble settings. Color: black. Acceptable brand: Creative Labs T100 2.0 Bluetooth Speaker System or acceptable equal.			5		
Surge Protector. 11 outlets with phone splitter, COAX, and Ethernet protection. 120V. 8 ft. cable length. Acceptable brand: APC P11VNT3 or acceptable equal.			5		
			Total Cost:		

Name of Authorized Agent

Signature of Authorized Agent

Date

ACTION LIST

- **Complete and sign the offer statement on page 10.**
- **Complete and sign the pricing worksheet.**
- **Initial the bottom of each page of the RFQ.**
- **Enclose all documents into an email attachment or envelope labeled in the subject line of the email or on the face of the envelope.**

RESPONSE: RFQ TX 250417 ELE

DEADLINE: APRIL 17, 2025, 2:00 p.m. CDT

- **Deliver via EMAIL or UNSEALED/SEALED envelope to:**
Fernando Mendez, Child Nutrition Director
Poteet Independent School District
1100 School Drive
Poteet, TX 78065
Email: fmendez@poteetisd.org
- **Submit all documents by the deadline date and time below.**

DEADLINE FOR SUBMISSIONS

April 17, 2025
2:00 p.m. CDT

NO EXCEPTIONS.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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