

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.

1. BIDS, IN DUPLICATE, ARE TO BE DELIVERED TO PEARLAND ISD PURCHASING DEPARTMENT, 1928 N MAIN, PEARLAND, TEXAS 77581, F.O.B. DESTINATION IN AN OPAQUE, SEALED ENVELOPE, WITH THE BID NUMBER AND THE DUE DATE DISPLAYED ON THE OUTSIDE. PEARLAND ISD shall not be held liable for any proposal that is improperly identified and thus not considered for award.
2. NO BID: Bidders may opt to send a NO BID response back to Pearland ISD. Suppliers not responding to the bid request in any manner will be deleted from the Supplier list and will not be reinstated unless a request is submitted to the District in writing.
3. LATE BIDS: Late bids will not be accepted or considered. Late bids will be returned to Suppliers unopened. Pearland ISD will not be responsible for bids delivered incorrectly or misplaced bids. The date/time marked by the Purchasing Office shall be the official time of receipt.
4. UNSIGNED BIDS will NOT be considered. ONLY SEALED BIDS will be accepted. Faxed bids or electronic submissions unless submitted via Ion Wave electronic bidding system will NOT be accepted.
5. BIDDER SHALL PROVIDE with their bid response, all documentation required including all required forms. Failure to provide this information may result in rejection of bid.
6. BID PRICES are to remain firm for one (1) year from date of award, unless otherwise specified.
7. BID MUST COMPLY with all federal, state, county, and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND BE ASBESTOS FREE.
8. SAMPLES, if applicable or when requested, shall be furnished at no cost to Pearland ISD within five (5) days of the request. If not destroyed during the evaluation, samples will be returned to the bidder upon request at the bidder's expense. Samples for which no return request is received by Pearland ISD within seven (7) days of bid award, will be considered a donation to the district and will be distributed accordingly.
9. ALL ITEMS WHICH UTILIZE ELECTRICAL CURRENT MUST BE U.L. LISTING APPROVED.
10. DESIGN, STRENGTH, QUALITY of materials must be new and conform to the highest standards of manufacturing practice. All bid items shall be in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the bid. Pearland 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 Supplier's expense.
11. REMEDIES: BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.
12. ALTERING BIDS: Bids cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. RESPONSIBLE BIDDER. The business must be a well-established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
14. REFERENCES: Pearland ISD may request bidders to supply, with this bid, a list of at least five (5) references where like goods/services have been supplied by their firm to entities of similar size and scope. Include name of firm, telephone number, email and name of representative.
15. WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of Pearland ISD for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid. Withdrawal of a bid or item(s) on a bid will be documented in the Supplier's history file and may result in Supplier being placed on unresponsive Supplier list.
16. TO EXPEDITE EVALUATION of the bids, BIDS must be submitted on Pearland ISD forms; although additional information may be attached for evaluation purposes.
17. SALES TAX: Pearland ISD is exempt by law from payment of Texas and Local Sales Tax and Federal Excise Tax.
18. NO CASH ADVANCE discount will be considered.

19. **BID EVALUATION.** The lowest bid will not necessarily be the successful bid. Bids will be evaluated not only in terms of the cost of the goods/equipment, but also in terms of responsiveness of that proposed to the District's needs and requirements. The District will award the bid on the basis of best value.
20. **EVALUATION CRITERIA.** In determining to whom to award a contract, the District shall consider: (1) the purchase price; (2) the reputation of the Supplier and of the Supplier's goods or services; (3) the quality of the Supplier's goods or services; (4) the extent to which the goods or services meet the District's needs; (5) the Supplier's past relationship with the district or district of similar size; (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 Supplier's goods or services; and (8) whether the Supplier or the Supplier'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.
21. **BID AWARD:** Pearland ISD reserves the right to award bids as a whole or on a line item basis, whichever is in the best interest of the District.
22. **PLEASE BID** on each item separately. Provide unit prices on quantity specified and extended amount. In cases of errors in extensions, unit price shall govern.
23. **IF DURING THE LIFE OF THE CONTRACT,** the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Pearland ISD.
24. **DELIVERY:** All products delivered as a result of this contract must have the delivery and/or freight charges (FOB) Pearland ISD Designated Location with inside delivery included in the bid price.
25. **CONFLICT OF INTEREST:** No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
26. **ETHICS:** The bidder shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of Pearland ISD.
27. **DEVIATIONS FROM SPECIFICATIONS.** All deviations from the specifications must be noted in writing, in detail by the bidder at the time of submittal of the bid. The absence of a written list of specification deviations will hold the bidder strictly accountable to the District's specifications as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the materials/goods and/or equipment when delivered.
28. **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Pearland ISD shall hold the bidder responsible to perform in strict accordance with specifications of the invitation. Pearland ISD will not accept substitutes after item(s) have been awarded as specified. Pearland ISD reserves the right to accept any and all or none of the exception(s)/substitution(s) bid which are deemed to be in the best interest of Pearland ISD.
29. **DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.
30. **"OR EQUAL" PRODUCTS** will be evaluated after bids are received, based on literature submitted and any required testing of the product. It is the Supplier's responsibility to submit sufficient data for the District to properly analyze an "or equal" item.
31. **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 Pearland ISD Director of Purchasing.
32. **SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless Pearland ISD and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, sub Supplier 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 Pearland 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 Pearland ISD growing out of such injury or damages.
33. **CONTRACT:** This bid, when properly accepted by Pearland ISD, shall constitute an integral part of any contract, equally binding between the successful bidder and Pearland ISD. No different or additional terms will become a part of this contract with the exception of Change Orders.

34. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires, or delivery and acceptance of products and/or performance of services is concluded subject to the following conditions:
- A. Pearland ISD reserves the right to review the performance of Supplier at all times.
 - B. Pearland 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. Supplier shall have the right to cancel the contract subject to Pearland ISD approval at any time on thirty (30) days written notice and justification. The successful bidder must state therein the reasons for such cancellation. In the event of any actual contract cancellation, Pearland ISD will not be held responsible for loss of business or any termination expenses incurred by the Supplier.
35. **Pearland ISD reserves the right to terminate contract at the expiration of each budget period. The contract is for current revenues only. Local Government Code Section 271.903.**
36. **TERMINATION FOR DEFAULT:** Pearland 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 Pearland ISD in the event of breach or default of this contract. Pearland ISD reserves the right to terminate the contract immediately in the event the successful bidder fails to:
- A. Meet schedules;
 - B. Default in the payment of any fees;
 - C. Otherwise perform in accordance with these specifications.
37. **REPRESENTATION:** The Supplier represents that the items and/or services provided by the Supplier hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason Pearland ISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of Pearland ISD, Pearland ISD may on ten (10) days' notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Supplier by Pearland ISD for the unexpired term of the Agreement.
38. **BREACH OF CONTRACT** or default authorizes Pearland ISD to exercise any or all of the following rights:
Pearland ISD may take possession of the assigned premises and any fees accrued or becoming due to date;
Pearland 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. Pearland ISD reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of Pearland ISD. In such event, the District may charge the successful bidder the difference for any additional cost of such bid item.
39. **IN THE EVENT** the successful bidder shall fail to perform, keep or observe any of the terms and conditions, Pearland 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 Pearland 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.
40. **BIDDER, IN SUBMITTING THIS BID,** agrees that Pearland ISD shall not be liable to prosecution for damages in the event that Pearland ISD declares the bidder in default.
41. **GRACE PERIOD:** Pearland 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.
42. **NOTICE:** Any notice provided by this bid (or required by Law) to be given to the successful bidder by Pearland 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 Pearland, 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.
43. **PATENTS/COPYRIGHTS:** The successful bidder agrees to protect Pearland ISD from claim involving infringements of patents and/or copyrights.
44. **CONTRACT ADMINISTRATOR:** Under this contract, Pearland ISD may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Pearland ISD Purchasing Department and the successful bidder.
45. **PURCHASE ORDER:** A purchase order(s) shall be generated by Pearland ISD to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Pearland ISD will not be held responsible for any orders placed/delivered without a valid current purchase order number.
46. **PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department/campus and/or delivery location, (c) Pearland ISD Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

47. PRODUCTS SUPPLIED UNDER THIS CONTRACT shall be subject to Pearland 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 Pearland ISD. If item is not picked up within one (1) week after notification, the item will become a donation to Pearland ISD for disposition.
48. WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Pearland 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.
49. BIDDERS MUST SUBMIT chemical content literature and/or specifications and Material Safety Data Sheets with their bid for evaluation where applicable. Failure to comply with this requirement could eliminate bidders from consideration on item or items concerned.
50. 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 Pearland ISD.
51. 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 Pearland, Brazoria County, Texas.
52. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Pearland ISD.
53. 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.
54. 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.
55. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful bidder will be required to comply with applicable equal employment opportunity laws and regulation.
56. PAYMENT will be made upon receipt and acceptance by Pearland ISD of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful bidder(s) is required to pay sub Suppliers within ten (10) days.
57. INVOICES shall show purchase order number, copy of signed delivery ticket and bid name and shall be mailed directly to:
Pearland ISD Accounts Payable Department
P O Box 7
PEARLAND, TEXAS 77588-0007
60. ALL SUPPLIERS OR SUPPLIERS DOING BUSINESS WITH PEARLAND ISD must submit a Conflict of Interest Questionnaire if required no later than the 7th Business Day after the date the person becomes aware of facts that require the statement to be filed as required by Local Government Code, Section 176.006. The form may be downloaded from the Texas Ethics Commission website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>
61. ALL SUPPLIERS OR SUPPLIERS DOING BUSINESS WITH PEARLAND ISD must have Form W-9 Request for Taxpayer Identification Number and Certification on file.
62. ALL SUPPLIERS MUST ALSO INCLUDE a Felony Conviction Notification as required by Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) with your bid.
63. **ANY QUESTIONS CONCERNING THIS INVITATION TO BID AND SPECIFICATIONS SHOULD BE DIRECTED TO ENRIQUE KLADIS BY FAX OR E-MAIL AT FAX 281-412-1306 OR EMAIL KLADISJ@PEARLANDISD.ORG.**
64. **PROPOSAL RESULTS** will be presented to the Pearland Independent School District Board of Trustees for approval at the earliest Opportunity following the bid/proposal opening of \$50,000 or greater.

NOTE: Pearland ISD does not discriminate on the basis of sex, race, disability, color or national origin in its educational programs, activities, and/or employment practices.
65. Supplier hereby certifies that it is not a company identified on the Texas comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Supplier further certifies and verifies that neither Supplier, nor any affiliate, subsidiary, or parent company of Supplier, if any (the "Supplier Companies"), boycotts Israel, and Supplier agrees that Supplier and Supplier Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include terminating business activities or otherwise

taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

66. Pearland ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through Interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Pearland ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

C. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

- END, GENERAL CONDITIONS -