

Invitation for Bid (IFB) 21IFB036 Musical Instrument Repair & Service

DATE	EVENT
October 6, 2020	Advertise/Issue Date
October 15, 2020	Due Date for Questions by 2:00 pm
October 16, 2020	Questions and Answers Posted on AISD Website
October 20, 2020	IFB closing / due date at 2:00 pm CST

NOTICE TO RESPONDENTS

Due to COVID-19 precautions and in an effort to prevent the spread of COVID-19 while continuing to provide ongoing support and services for Austin ISD, the District will accept electronic (email) bid submissions for 21IFB036 Musical Instrument Repair & Service via email; FAX or HARD COPY Proposals will not be accepted.

SUBMIT ELECTRONIC (EMAIL) BID RESPONSES TO:

To: jessica.balandran@austinisd.org

Subject: BID RESPONSE: 21IFB036 Musical Instrument Repair & Service/(Vendor Name)

- This is an Invitation for Bid for the purchase of goods under Texas Education Code 44.031.
- Questions regarding this bid must be submitted via e-mail to the bid contact listed above.
 The subject line should read: <u>Questions: 21IFB036 Musical Instrument Repair & Service</u>.
- Questions & Answers and any Addenda to this bid will be posted to the district's website at: <u>Bid Opportunities & RFPs</u>.

I. INTRODUCTION

The Austin Independent School District (herein after referred to as "AISD" or the "District") is soliciting qualified and experienced firms to provide Musical Instrument Repair & Service. The district seeks to establish a catalog of approved vendors to provide these services through multiple strategic supply agreements. Purchases made under this bid are intended for the repair and service of existing units at AISD campuses and/or departments, and will be made on an as-needed basis throughout the term of the agreement.

Bidders may make written inquiries concerning this solicitation to obtain clarification of the requirements. Inquiries shall be submitted no later than the time and date specified on the cover page. Questions received by this deadline, and corresponding answers, will be included in an Addendum. All addenda will be posted to <u>our website</u> and accessible at this web link: AISD BID POSTINGS.

II. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses in District-wide procurements. According to AISD policies CH (LOCAL) and CV (LOCAL), the HUB Program guidelines are not applicable for this type procurement.

III. TERM

The agreement(s) resulting from this solicitation will be in effect for an initial term of three (3) years from the date of award, or such date established by the agreement. The parties, by mutual consent, may renew the agreement for up to three (3) additional 1-year periods. In addition, the District reserves the right to extend the contracts beyond the final expiration date if necessary, to ensure no lapse in service.

IV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. GENERAL

Read the entire contents of the solicitation and respond with a complete and accurate bid (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB must be included.

A copy of the **Master Purchase Agreement** is located on <u>our website</u> for information purposes only. The District has prepared this referenced agreement boilerplate to help expedite the contracting process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your bid; in the event of an award decision under this solicitation, both parties will negotiate an agreement for execution.

IV. GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (con't)

Awarded vendors agree to accept the following conditions throughout term of agreement:

- a. Instruments will be serviced in varying quantities; there is no guaranteed minimum;
- b. Instruments will be serviced on an "as needed" basis only;
- c. Instruments will be picked-up and shipped-to multiple AISD locations;
- d. Instruments may be repaired on-site, as approved by music instructor.

2. BID SUBMISSION

Valid bids responses must include a **Cover Page** with AISD bid number/title, company name and bid contact information, the **Bid Response Form** appended herein as **Attachment A**, and all **Required Forms** listed in the forthcoming segment.

Bids must represent true and accurate information, and shall not contain any cause for claim of omission or error. If, after being awarded, a request for withdrawal of bid is submitted and approved, based on proof of mechanical error, AISD reserves the right to cancel existing agreement and remove awardee from approved vendors' list.

The person whose signature appears on the Bid Form certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this bid is submitted is <u>not</u> listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.

2. BID SUBMISSION (con't)

To ensure a fair and transparent solicitation process and the integrity of electronic (email) bid submissions:

- Bids submitted by email <u>must contain</u> the following information in the subject line of the email to be valid - those that do not <u>will not</u> be considered:
 BID RESPONSE: 21IFB036 Musical Instrument Repair & Service /(Vendor Name)
- Bids submitted by email will not be opened until <u>after</u> the specified due date and time.
- Bids received by email after the specified due date and time <u>will</u> <u>not</u> be considered.
- Bid attachments must not exceed 20MB in file size. If attachments are more than 20MB, respondents should <u>create a zip file</u> to store documents and attached to email.
- Bids must be submitted in the specified format.
- Amendments to bids, once filed, can be re-submitted up-to the specified due date and time. Re-submissions must include the full and complete bid response (not just the revised pages) and will replace of any/all prior submittals by said organization. Only the last and final email bid response received by the specified due date and time will be considered; all prior responses will be null and void. Responses must contain the following information in the subject line of the email to be valid those that do not will not be considered:

REVISED BID: 21IFB036 Musical Instrument Repair & Service /(Vendor Name)

3. REQUIRED FORMS

Bidders shall execute the following list of required forms and include with bid response. Forms can be downloaded directly by clicking each link below or by visiting <u>our website</u>.

- a) Bid Certification
- b) Notification of Criminal History of Contractor
- c) Debarment, Suspension and Ineligibility Certification
- d) Conflict of Interest Questionnaire (CIQ) online electronic submission
- e) Strategic Partner Profile
- f) EDGAR Certifications
- g) Software Vendor Certification Form

3. REQUIRED FORMS (con't)

OTHER FORMS FOR REVIEW / REFERENCE BEFORE BID SUBMISSION

Bidders shall review in detail, the following list of forms prior to bid submission. Forms can be downloaded directly by clicking each link below or by visiting <u>our website</u>.

- a) Policy and Provisions
- b) Purchase Order Terms and Conditions
- c) <u>Service Agreement</u>
- d) Master Purchase Agreement

V. PERFORMANCE SPECIFICATIONS AND SERVICE REQUIREMENTS

This Invitation to Bid is to establish strategic supply agreement(s) for the repair and service of musical instruments used by band, orchestra and keyboard students of AISD. Awardees of this bid are expected to provide the necessary repairs, adjustments and/or general maintenance required to return instruments to playing condition.

1. Repair and service is required in the following musical instrument categories:

A. BAND INSTRUMENTS: BRASS, WOODWIND, *PERCUSSION

* (<u>includes</u> PIANOS & KEYBOARDS)

B. ORCHESTRA INSTRUMENTS: VIOLIN, VIOLA, CELLO, BASS

- 2. For the purpose of evaluation, bidders must cite the range of minimum-to-maximum percentage discounts available to AISD, per instrument or instrument category listed in this packet. The exact discount applied to each service request shall be clearly stated up-front on the formal estimate to music instructors, and on the final invoice.
- **3.** AISD reserves the right to purchase major repairs and/or total instrument overhaul via a separate procurement method.
- 4. AISD may make a single or multiple vendor awards for each instrument or instrument category; whichever is in the best interest of the District. Awards will be made based on price/discounts offered, servicing ability, past performance with AISD, and recommendations of references, for the types of instruments or instrument categories specified in this bid. AISD music instructors can have choose to have instruments repaired from any of the awarded vendors throughout the term of the agreement.

V. PERFORMANCE SPECIFICATIONS AND SERVICE REQUIREMENTS (con't)

- 5. The bidder shall have an adequate facility to complete the repairs, as well as staff who are trained, qualified, and highly experienced in repairing musical instruments in each instrument category included in this bid. AISD reserves the right to inspect bidder premises to determine vendor's ability to complete the needed repairs.
- **6.** Bidder shall enter all pricing information requested on the BID RESPONSE FORM. Failure to complete this form will result in disqualification of bid. Bidder may attach additional sheets, as an addendum to their bid, if needed.
- 7. As instruments require repair, music instructors will contact the selected vendor to arrange for pick-up of items. When repairs are completed, vendor's account representative shall contact music instructors to arrange for the return delivery of repaired instruments, per the timelines stated below. The initial cost estimate/quote must include all costs for providing pick-up and delivery/shipment of repaired instruments.

Awarded vendors must comply with the following:

- A. Must provide written cost estimate/quote to music instructor <u>prior</u> to instrument pick-up;
- B. Must have a valid Purchase Order in-hand <u>prior</u> to instrument pick-up;
- C. Must complete all repairs and invoice for services within the same fiscal year (July 1 through June 30);
- D. Must arrange for return delivery of instruments Monday-Friday between 8:30 a.m. and 4:00 p.m.;
- Must receive prior authorization from music instructor to make delivery outside the stated days/hours above;
- F. Must complete repairs and return to specified campus within (10) calendar days from original pickup date; and
- G. Must not transport any musical instrument to an off-site or out-of-state location for repair/service without advance approval from the music instructor or Fine Arts Department.
- **8.** Awarded vendors are required to submit original invoice(s) via email to the AISD Accounts Payable department at: AP_INVOICES@austinisd.org. Awarded firms must also present an invoice copy to the music instructor upon return of repaired instruments. Music instructors shall immediately sign, date, and submit the invoice copy to the campus bookkeeper for processing.

V. PERFORMANCE SPECIFICATIONS AND SERVICE REQUIREMENTS (con't)

- **9.** Awarded vendors must guarantee that all repaired instruments shall be free from defects in materials and workmanship for a period of ninety (90) days from delivery and acceptance by AISD. Any instrument found to be faulty after repair, will be returned to the bidder for additional repairs at no cost to AISD. Additional repairs shall be completed within seven (7) calendar days of notification of defect.
- **10. Subcontracting is NOT allowed** under this bid. Failure to comply may result in the cancellation of the existing agreement, removal from approved vendor listing for the duration of the contract period, and restriction from further award consideration based on past performance.
- **11.** Vendor representatives must maintain regular contact with music instructors a minimum of every 5-days throughout the duration of the repair period.

VI. COMPETITIVE SELECTION, EVALUATION, NEGOTIATIONS, AWARDS

- A. AISD will evaluate each Vendor's proposal in accordance with TEC 44.031.
- B. Austin ISD reserves the right to add, remove, modify or establish additional evaluation points for each criterion. If the District determines that additional evaluation steps are required to determine the best value, the following criteria may be considered:
 - 1. Purchase price.
 - 2. The reputation of the vendor and of the vendor's goods 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 relating to Historically Underutilized Businesses (HUB).
 - 7. The total long-term cost to the district to acquire the goods or services.
 - Any other relevant factor specifically listed in the request for bids or proposals.
- C. AISD shall give preference to purchasing products made of recycled materials if the products meet applicable specifications as to quantity and quality.

VII. VIRTUAL BID OPENING

AISD Contract & Procurement Services will host a virtual bid opening for 21IFB036 Musical Instrument Repair & Service on **October 20, 2020** at **2:00PM CST** via **ZOOM**.

To join this meeting, click the link below or copy and paste into your browser, and follow the instructions from **ZOOM** using the meeting ID and password provided:

Join Zoom Meeting

https://us02web.zoom.us/j/7419492656?pwd=U2pITmRtcFhWRERqVVRmMjhOemc2Zz09

Meeting ID: 741 949 2656

Passcode: 417012



10

BID RESPONSE FORM

	Bid Number:	21IFB036	Vendor Name:	
	Title:	Musical Instrument Repair & Service	Contact Person:	
	Due Date & Time:	10/20/20 at 2:00pm	Email Address:	
THIS	IS INTENDED TO BE A	MULTI-AWARD SOLICITATION WITH ACCEPTABLE	FIRMS ADDED TO AISD'S LIST OF APPRO	OVED PROVIDERS
1	How Many Years has Firm Been in Business?			
2	How Many Full-Time Technicians are Available to Complete Repairs?			
3	Will Bonded/Insured Technicians be Repairing AISD Instruments?			
4	Will Bonded/Insured Drivers be Transporting AISD Instruments?			
5	What is the Standard Warranty (beyond the 90-day requirement)?			
6	Are Replating Service	es Available?		
7	Can Repair Requests	be Submitted on Vendor's Website/Portal?		

8 Does Firm Accept Purchase Orders via Email? If YES, State Address?

Is the American Express Corporate Procurement Card Accepted?

Percent (%) Discount off Standard Price List

MINIMUM % Discount Available MAXIMUM
% Discount
Available

PURCHASING AND ACQUISITION VENDOR RELATIONS

CHE (LOCAL)

Contacting Board Members

Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract during the restricted contract period.

If a vendor violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken.

Restricted Contact Period

The restricted contact period shall begin upon the date of issuance of a solicitation and shall end upon execution of the awarded contract by all parties.

In an effort to demonstrate its commitment to ethical procurement and contracting standards, and to improve accountability and public confidence, all District purchases of goods and services through competitive methods as provided in CH(LEGAL) and CV(LEGAL) shall be subject to a restricted contact period. Except as provided in this policy communication between a vendor and vendor's representative, and a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process is prohibited.

Prohibited Communications

A vendor and vendor's representative are prohibited from communications regarding the particular solicitation at issue that are intended or reasonably likely to:

- 1. Provide substantive information regarding the subject of the solicitation:
- 2. Advance the interests of the vendor;
- 3. Discredit the response of any other vendor;
- 4. Encourage the District to reject a response by a bidder;
- 5. Convey a complaint about the solicitation; or
- 6. Directly or indirectly ask, influence, or persuade a Board member, the Superintendent, assistant superintendent, chief, officer, executive director, principal, department head, director, manager, project manager, or any other District representative who has influence on or is participating in the evaluation or selection process, to take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation at issue.

Permissible Communications

A vendor and vendor's representative are permitted to communicate with the District regarding the following:

DATE ISSUED: 7/5/2018

LDU 2018.08 CHE(LOCAL)-X

- 1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
- Communication that relates solely to an existing contract between a respondent and the District, even when the scope, products, or services of the current contract are the same or similar to those contained in an active solicitation;
- 3. Communication with the District's Office of Contract and Procurement Services:
- Communication with the District's Historically Underutilized Business (HUB) Program Department to the extent the communication relates to obtaining a listing of HUB subcontractors and general questions regarding HUB program compliance requirements;
- 5. Communication between an attorney representing a vendor and an attorney representing the District;
- 6. Communication with the District in the course of attendance at vendor conference:
- 7. Communication with the District for the purpose of the District's evaluation of the bidder's proposal, negotiating the scope of work, or engaging in contract negotiations;
- 8. Communication with the District for the purpose of making a public presentation to the Board; and
- 9. Communication made during the course of a formal protest hearing related to the solicitation.

Other Vendor Participation and Communication

Regardless of the above time period, a vendor and a vendor's representative who participate in the drafting or development of technical specifications or evaluation criteria for any project are prohibited from competing in the solicitation for such project.

A vendor and vendor's representative shall send all communications, questions, and requests for clarification in writing and addressed to the District's authorized representative identified in the solicitation. The District shall post responses to vendor questions as an addendum to the solicitation.

Nothing in this policy shall prohibit the District's representative from initiating contact with a vendor, in writing, for the purpose of obtaining clarifying information regarding a solicitation response. The vendor's response shall be in writing and shall be provided to the District's authorized representative.

DATE ISSUED: 7/5/2018

LDU 2018.08 CHE(LOCAL)-X

PURCHASING AND ACQUISITION VENDOR RELATIONS

CHE (LOCAL)

Complaints

Any person who is aggrieved in connection with a HUB program policy decision may file a complaint in accordance with GF(LOCAL).

Violations

The following are violations subject to sanctions:

- Falsely conceal or cover up a material fact or make any false, fictitious, or fraudulent statements, reports, or representations, or make use of any false writing, document, or electronic report knowing the same to contain any false, fictitious, or fraudulent statement.
- Fraudulently obtain, retain or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain certification status as a HUB.
- 3. Make false reports regarding payments made to subcontractors or sub-consultants.

Sanctions

Any person who violates the provisions of this section shall be subject to the following sanctions and to the maximum penalties provided by law:

- 1. The District may bar, suspend, or deem nonresponsive in future District solicitations and contracts, for a period of up to five years, any bidder or proposer, or contractor or subcontractor following notice and an opportunity for a hearing in accordance with the protest procedures in this policy.
- 2. The District may, by contract, and where appropriate and lawful, impose an administrative penalty.
- 3. In addition to other sanctions available to the District, the violation of any provision of these program rules may be included as an incident of breach in each contract.

Request for Proposal and Bid Invitation Each request for proposal and bid invitation shall include a copy of this policy.

DATE ISSUED: 7/5/2018 LDU 2018.08 CHE(LOCAL)-X ADOPTED: