



Invitation for Bids (IFB)

20IFB014

MUSICAL INSTRUMENT REPAIR & SERVICE

Date	Event
July 23 & 30, 2019	Advertise/Issue Date
July 31, 2019	Due Date for Questions by 2:00 pm
August 1, 2019	Questions & Answers and Addenda posted to website
AUGUST 22, 2019	IFB Closing / Due Date at 2:00 pm CST

- Questions regarding this bid must be submitted via e-mail to the bid contact listed below. E-mail subject line should read: **Questions - 20IFB014 Musical Instrument Repair & Service.**
- Responsive bids must include:
 - One (1) primary bid packet marked "ORIGINAL"**
 - One (1) flash drive containing only the approved BID RESPONSE FORM in fillable-PDF format.**
- Proposals must have a cover page with firm's name and contact information.
- Proposals must be clearly marked with IFB Project Number and Title:
20IFB014 MUSICAL INSTRUMENT REPAIR & SERVICE
- Proposals must be delivered **in-person** or by **postal carrier** in a **sealed envelope** or **carton**; FAX, e-mail or other electronic submittals will not be accepted.
- Proposals must be received on or before the opening time and date noted above.

Deliver Sealed Bids to:

Austin Independent School District
Contract and Procurement Services
1111 West 6th Street
Building A, Suite 330
Austin, TX 78703

Bid Contact:

Jessica R. Balandrán
Procurement Specialist
Phone: 512-414-2126
Fax: 512-480-0924
jessica.balandran@austinisd.org

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 [our website](#) and accessible at this web link: [AISD BID POSTINGS](#).

II. 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.

III. 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 [our website](#) 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.

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

Bids must be submitted on the BID RESPONSE FORM only, and must reach the AISD Purchasing Office on or before the hour of opening on the date specified. Late bids will be returned to the sender unopened. Bids must be submitted in a sealed, plainly marked envelope. Inquiries pertaining to this bid should be directed to the BID CONTACT listed on cover page.

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 not 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.

Amendments to bids, once filed, may be submitted in a properly identified sealed envelope, at any point prior to the date and time of bid opening. Bids must represent true and accurate information, and shall not contain any cause for claim of omission or error. If request for withdrawal of bid is allowed, based on proof of mechanical error, bidder may be removed from approved bid list.

IV. 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

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.
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 prior to instrument pick-up;
- B. Must have a valid Purchase Order in-hand prior 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.;
- E. 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. Bidders are required to submit original invoice(s) via email to the AISD Accounts Payable department at: AP_INVOICES@austinisd.org. Bidders 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.
9. The successful bidder(s) 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.

V. REQUIRED FORMS

Bidders shall execute the following list of required forms. Forms can be downloaded at this web link: [Required Forms](#) or by visiting [our website](#). All forms must be fully executed and included with primary bid packet marked "ORIGINAL". Required Forms do not need to be submitted with secondary copies of firm's bid.

- Bid Certification
- Notification of Criminal History of Contractor
- Debarment, Suspension and Inequality Certification
- CTPA Adoption Clause
- Interlocal Cooperative Agreement Clause
- W-9 (available at www.irs.gov)
- Conflict of Interest Questionnaire ([CIQ](#)). The CIQ is prepared by the Texas Ethics Commission, in compliance with House Bill 914, Chapter 176 of the Texas Local Government Code.
- Bid Response Form. This **Bid Response Form must be used to respond to this solicitation**. The form is available for download at this web link: [BID FORM LINK](#), or by visiting [our website](#), see link titled: [Attachment 1 – Bid Response Form](#). An electronic copy of your completed bid form must be submitted in fillable-PDF format, see cover page for specific instructions.
- HUBATT1F - "NO GOALS" - Statement of Responsibility

VI. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM REQUIREMENTS

The Austin ISD HUB Program promotes and strongly encourages the involvement and participation of Historically Underutilized Businesses (HUB) in District-wide procurement. When AISD considers entering into a contract estimated at \$50,000 or more, the HUB Program will determine whether subcontracting opportunities are applicable before publishing the solicitation.

All proposers are required to follow the HUB Compliance Guidelines and complete the “No Goals” – Statement of Responsibility. Please submit the completed “No Goals” Statement of Responsibility with your proposal. All HUB inquiries should be directed to the HUB Program Department.

**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:

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

1. Communication to the extent the communication relates solely to a nonsubstantive, procedural matter related to a response or solicitation;
2. 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;
4. 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.

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:
1. 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.
 2. 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.

Policy and Instructions

Policy

Procurement of goods and services shall be made by the method that provides the best value for the District. This competitive solicitation is either an **Invitation for Bids (IFB)** or a **Request for Proposals (RFP)** advertised under Texas Education Code 44.031 and Austin Independent School District policies:

- CAA, Fiscal Management- Financial Ethics
- CH, Purchasing and Acquisition;
- CHE, Purchasing and Acquisition- Vendor Relations;
- CHF, Purchasing and Acquisition- Payment Procedures;
- CHG, Purchasing and Acquisition- Real Property and Improvements; and
- CHH, Purchasing and Acquisition- Financing Personal Property Purchases.

Individuals or entities considering whether to submit a bid or proposal are encouraged to review the entirety of these policies before submitting a bid or proposal. All can be accessed on the District's web site www.austinisd.org in the Quicklinks box under Policy. Selected portions are re-stated here for emphasis.

Ethics

"All Trustees, employees, vendors, contractors, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources." Policy CAA (Local)

Contacting Board Members

"Vendors shall not contact Board members individually for the purpose of soliciting a purchase or contract between the time a request for proposal or a bid is formally released and a recommendation is made by the administration to the Board. 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." Policy CHE (Local)

Opening Bids

"Bids may be opened only by the Board at a public meeting or by an officer or employee of the District at or in an office of the District. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price." *Local Gov't Code 271.026*

"The Board shall have the right to reject any and all bids." *Local Gov't Code 271.027(a)*

Bid openings and the receipt of proposals will be held at the offices of:

Austin ISD
Contract and Procurement Services
1111 West 6th Street, Suite A330
Austin, Texas 78703

Bids and proposals are due no later than 2:00 PM on the date indicated in the IFB or RFP.

“The public and all bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.” Policy CH (Local)

“Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and the public and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.” Policy CH (Local)

Factors

“In awarding a contract, the District shall consider:

1. Purchase price.
2. The reputation of the vendor and of the vendor’s goods and 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.
7. The total long-term cost to the District to acquire the goods or services.
8. 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.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

Recycled Products

“The District shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.” Policy CH (Legal)

Agricultural Products

“If the cost and quality are equal, the District shall give preference in purchasing to agricultural products, including textiles and other similar products that are produced, processed, or grown in Texas.” Policy CH (Legal)

Vegetation for Landscaping

“If cost is equal and the quality is not inferior, the District shall give preference to Texas vegetation when it purchases vegetation for landscaping purposes.” Policy CH (Legal)

Instructions

1. Read the entire contents of the solicitation and respond with a complete and accurate bid or proposal (offer). Failure to do so may be grounds for disqualification of your offer. All supplemental information required by the IFB or RFP must be included.
2. A copy of the **Standard Services Agreement** or **Master Purchase Agreement** is included for information purposes only. In the event of an award decision under this solicitation, both parties will negotiate an agreement for execution. The District has prepared the referenced agreement boilerplates to expedite the process. Please review all provisions and identify any exceptions or suggested additions to the agreement in your proposal.
3. State the manufacturer, trade and/or brand name and model that the bidder commits to provide for each item. The use of brand and manufacturer's name in the solicitation is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Illustrations and complete product specifications shall be included with the offer if bidding other than specified.
4. Complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with Chapter 176 of the Texas Local Government Code submitted on-line at: <http://archive.austinisd.org/inside/hb914/ciqform.phtml>
5. 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 and posted to our website at:

<http://www.austinisd.org/contractandprocurement/advertised-bids-rfps>

Submit inquiries via email to the contact person listed on the cover page. In the subject line of the email, type: **“Questions, IFB # or RFP # and Title of IFB or RFP”**.