

CARRIZO SPRINGS CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT
BUSINESS OFFICE
300 NORTH 7TH STREET
CARRIZO SPRINGS, TEXAS 78834
(830) 876-3869 / FAX (830) 876-2114

May 7, 2009

SEALED BID/PROPOSAL

BID/PROPOSAL No. 09-0503

PLEASE BID/PROPOSE THE FOLLOWING BY:

Wednesday, May 27, 2009 at 4:00 P.M.

*PRICES TO BE F.O.B. DESTINATION AND MUST BE
EXTENDED*

The Carrizo Springs Consolidated Independent School District is accepting sealed proposals for KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER.

Sealed proposals must be submitted by Wednesday, May 27, 2009 at 4:00 P.M. at which time the bids will be opened. Any bids received after opening time or not signed will not be considered.

The envelope containing your bid should be clearly marked:

KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER RFP #09-0503

GENERAL TERMS AND CONDITIONS

1. This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for ___ calendar days (60 calendar days unless otherwise specified) from the date set for submission of bids/proposals.
2. Bidders are invited to be present at the opening of this bid / proposal on the above date and hour.
3. Vendors may keep one copy of this bid/proposal for their files.
4. Please use this form and/or attach a letter with further details if necessary.
5. Exclude all Federal and State Tax.
6. The right is reserved to accept or reject bids/proposals on each item separately or as whole bid. Bids/Proposals received after the time and date specified will be returned unopened.
7. Invoices must be addressed to the Accounts Payable Dept. at above address. Payment on a properly submitted invoice will usually be made within 20 days of receiving completed order and receiving original invoice. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.

SEE ATTACHED GENERAL BID SPECIFICATIONS

DELIVERY DATE/ TERMS _____

AUTHORIZED REP. _____

TITLE _____

PHONE _____

FAX _____

SIGNATURE _____

BUYER _____

Anna Rocha-Diaz,

Exec. Dir. for Financial Services & Construction Accountability

CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
SEALED PROPOSAL NO. 09-0503
KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER
300 NORTH 7TH STREET
CARRIZO SPRINGS, TX 78834
(830) 876-3869, FAX (830) 876-2114

GENERAL TERMS AND CONDITIONS

- I. The workmanship and material specified in this bid/proposal shall be fully guaranteed for a **minimum period of one year** from date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.
- II. The District reserves the right to waive formalities and irregularities and to accept or reject the bid/proposal or each item there under separately.
- III. This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for _____ calendar days (60 calendar days unless otherwise specified) from the date of submission. **A thirty (30) day minimum is required for school board approval.**
- IV. The bid/proposal and any eventual award may not be assigned or any right thereunder transferred to a third party.
- V. Bidder/proposer agrees to comply with all policies and regulations of the Carrizo Springs Consolidated Independent School District.
- VI. It is understood and agreed that the Carrizo Springs Consolidated Independent School District reserves the right to increase or decrease quantities or modify conditions or specifications by mutual agreement with the selected vendor, both at the time of the acceptance of the bid/proposal offered as so modified, and subsequent thereto.
- VII. In the event that any item to be purchased or used hereunder is protected by a patent, copyright, trademark, trade secret, or other intellectual property rights, the vendor will indemnify, defend, and hold harmless the Carrizo Springs Consolidated Independent School District and its employees, officials, and representatives from any and all claims made, lawsuits filed or losses, costs, or damages incurred as a result or related to the purchase or use of the item in violation of or infringing on the rights under such patent, copyright, trademark, trade secret, or other intellectual property protection.
- VIII. The contractor/vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in Carrizo Springs, Dimmit County, Texas, and that any dispute shall be governed by the laws of the State of Texas.
- IX. Bidder/Proposer affirms that it does not currently owe or is otherwise indebted to the Carrizo Springs Consolidated Independent School District for adjudicated delinquent property taxes. The Carrizo Springs Consolidated School District reserves the right to reject a bid or a proposal if the Bidder/Proposer is currently indebted to the Carrizo Springs Consolidated Independent School District for delinquent taxes or to terminate a contract if the successful Bidder/Proposer subsequently becomes delinquent. The Carrizo Springs Consolidated Independent School District further reserves the right to deduct any delinquent taxes owed from payments that the aforementioned school district may owe to the successful Bidder/Proposer under the awarded contract.

GENERAL BID/PROPOSAL SPECIFICATIONS

- I. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless **"no substitute or only"** is specified. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions must be listed by specified item. **FAILURE OF THE VENDOR TO COMPLY WITH THESE SPECIFICATIONS MAY, AT THE OPTION OF THE DISTRICT DISQUALIFY THAT PORTION, OR THE ENTIRE BID, FROM CONSIDERATION.**
- II. In awarding a contract, the District may consider the following factors:
 - . The purchase price
 - . The reputation of the vendor and of the vendor's goods and services
 - . The quality of the vendor's goods or services
 - . The extent to which the goods or services meet the District's needs
 - . The vendor's past relationship with the District
 - . Compliance with the laws and rules relating to Historically Underutilized Businesses (HUB)
 - . The total long-term cost to the District
 - . Any other relevant factors
- III. All bidders/proposers must execute the **"NON-COLLUSION STATEMENT"**, **"FELONY CONVICTION NOTICE"**, and **"DEBARMENT AND SUSPENSION CERTIFICATE"** enclosed herewith for the bid/proposal to be considered.
- IV. Bids or proposals submitted by facsimile or email will not be accepted.
- V. Complete warranty information and descriptive and/or illustrative literature covering the item(s) proposed is to accompany the bid/proposal.
- VI. All bids/proposals must be signed and returned in an enclosed envelope or package. The envelope or package must be clearly marked with the bidder's name, bid number, bid opening date, and time of bid opening on the outside of the envelope or package.
- VII. Samples, when requested, must be furnished at no cost to the District. If not destroyed during examination, they will be returned to the bidder/proposer on request, at the company's expense. Each sample, when requested, should be clearly marked with the bidder's name and item number on the bid/proposal. **DO NOT ENCLOSE IN OR ATTACH BID/PROPOSAL TO SAMPLE.**
- VIII. Failure to respond to this bid/proposal in writing may result in your removal from our bid list. Bids/Proposals received after the time and date specified will not be considered and will be returned to the bidder unopened.
- IX. Invoices regarding this bid/proposal must be addressed to the Accounts Payable Dept. at the above address. Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.

- X. Bids/Proposals received unsigned by a representative of the company will not be considered. The only exception will be in instances where the bidder is present at the bid/proposal opening and agrees to sign the bid/proposal in the presence of other bidders of the same bid/proposal.
- XI. Bidders/Proposers are invited to be present at the opening of this bid/proposal on the date and hour specified.
- XII. The successful bidder/proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Carrizo Springs Consolidated Independent School District. The district **will neither be responsible nor make payment** for any goods delivered or services performed without a valid purchase order.
- XIII. The award of a contract is dependent on the availability of funds. In the event sufficient funds are not appropriated, the contract or award may be terminated or the scope amended. Written notice will be given to the vendor of such termination or amendment, and there will be no penalty or other charge assessed against or incurred by the Carrizo Springs Consolidated Independent School District.
- XIV. Nothing herein shall be construed as creating the relationship of employer or employee between the Carrizo Springs Consolidated Independent School District and the contractor/vendor or between the Carrizo Springs Consolidated Independent School District and the contractor's/vendor's employee. The contractor/vendor is an independent contract and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Carrizo Springs Consolidated Independent School District.
- XV. The contractor/vendor understands and agrees that the above general bid/proposal specifications are terms and conditions of the contract between the Carrizo Springs Consolidated Independent School District and the contractor/vendor. These general bid/proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.

*Any questions in regard to this bid/proposal must be directed to the Exec. Dir. for Financial Services at the Carrizo Springs Consolidated Independent School District in Carrizo Springs, Texas.

BID/PROPOSAL PROCESS OVERVIEW

- I. The bids/proposals are released to the potential bidders.
- II. Deadline for submitting the Bids/Proposals.
- III. The Carrizo Springs Consolidated Independent School District reviews all Bids/Proposals and selects the Bids/Proposals reasonably qualified for selection of award.
- IV. The Carrizo Springs Consolidated Independent School District and bidder(s) enter into discussions, negotiations, and revisions of Proposals as necessary.
- V. A recommendation to the Carrizo Springs Consolidated Independent School District Board of Trustees for Bid/Proposal award.
- VI. The Bid/Proposal is executed with the successful bidder.

NON-COLLUSION STATEMENT

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

VENDOR _____

ADDRESS _____

PHONE AND FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINT NAME) _____

POSITION WITH COMPANY _____

SIGNATURE OF COMPANY
OFFICIAL AUTHORIZING
THIS BID _____

COMPANY OFFICIAL
(PRINT NAME) _____

OFFICIAL POSITION _____

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner of operator of the business entity has been convicted of a felony. The notice must include a general description of the conduit resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business, entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: _____
(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL'S NAME: _____
(PRINT OR TYPE)

****SIGN ONLY A,B,OR C****

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

SIGNATURE OF COMPANY OFFICIAL

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

SIGNATURE OF COMPANY OFFICIAL

c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Details of Conviction: _____

SIGNATURE OF COMPANY OFFICIAL

DEBARMENT AND SUSPENSION CERTIFICATE CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Carrizo Springs Consolidated Independent School District hereby agrees to abide by the aforementioned terms and conditions.

VENDOR NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

COMPANY OFFICIAL _____
(SIGNATURE)

COMPANY OFFICIAL _____
(PRINT NAME)

POSITION WITH COMPANY _____

NOTICE OF "NO BID" FORM

Dear Vendor:

If at this time your company will be submitting a **NO BID** for this bid/proposal please check the appropriate box below, complete the remainder of this form, and only return this form to the address listed below **PRIOR** to the scheduled **DATE** and **TIME**.

Our company cannot provide the products, supplies, and or/services listed in this request. Please **MOVE** our name and address to the following category(ies) so that we may bid at a later date.

Category(ies): _____

We have chosen **NOT** to submit a bid/proposal at this time but would like to remain on your list for this category. We did not submit a bid/proposal because:

Reason(s): _____

Please **REMOVE** our name from all Carrizo Springs CISD lists until further notice.

Reason(s): _____

Company Name: _____

Address and Phone: _____

Representative (please print): _____

Authorized Signature: _____

Name of Bid/Proposal: _____

Please return this form to:

**CARRIZO SPRINGS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
NOTICE OF "NO BID"
300 NORTH 7TH STREET
CARRIZO SPRINGS, TX 78834**

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID/PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE AT ALL MAY BE REMOVED FROM THAT LISTING.

CARRIZO SPRINGS CISD
SEALED PROPOSAL NO. 09-0503

KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER

1.0 INTENT AND SCOPE

- 1.1 It is the intent of the Carrizo Springs Consolidated Independent School District (CSCISD) to meet the capital outlay purchase requirements for KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER for the 2008-09 school year. The CSCISD will not award this bid to an individual company but make the pricing available to all campuses and departments of the CSCISD.
- 1.2 All vendor proposals for the KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER will be accepted until **WEDNESDAY, MAY 27, 2009 AT 4:00 P.M.** The vendor's proposal should comply with the specifications and requirements as outlined in this sealed proposal.

2.0 PROPOSAL SPECIFICATIONS AND REQUIREMENTS

- 2.1 **PROPOSALS** - All bids must be submitted on the attached proposal sheet and must be accompanied by a catalog and/or reference sheet indicating the items proposed. This bid must provide, if available, a percentage discount off the retail catalog and/or store shelf price.
- 2.2 The actual cost to the CSCISD will be the list price less the percent discount submitted by the vendor(s) as shown below. All transactions will require a bona-fide purchase order. **NO** sales will be allowed without a previously authorized purchase order.

Formula: [List Price (\$) – Discount Percentage (%) = Actual Cost for CSCISD (\$)]

Example: \$49.99 - \$9.99 (20%) = \$40.00

- 2.3 All classroom and office supplies must be delivered F.O.B. Carrizo Springs, Texas.
- 2.4 All supplies are to be delivered to the CSCISD Central Receiving Warehouse at 300 North 7th Street.
- 2.5 No assembly or installation charges will be required to be proposed with this bid. All classroom and office furniture must be shipped and packaged in commercial containers manufactured as to insure acceptable and safe delivery at the lowest shipping rate to the point of delivery called for in the bid and purchase order.
- 2.6 Vendors must accept and agree to returns and exchanges regarding the items in this bid. The returns and exchanges will be based on damaged furniture and items shipped incorrectly.
- 2.7 **NON-APPROPRIATION CLAUSE** - The vendor must agree to provisions on canceling the contract annually based on the CSCISD fiscal year, if the CSCISD fails to provide funds for the remaining term of the contract. The vendor will be provided sufficient written notice prior to such a cancellation.
- 2.8 **The successful bidder(s) must furnish, IF AVAILABLE, a minimum of ten (10) catalogs for use by the CSCISD**

CARRIZO SPRINGS CISD
SEALED PROPOSAL NO. 09-0503
KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER

3.0 SELECTION CRITERIA

- 3.1 The evaluation of the proposals will be based on the following factors.
- Overall Cost
 - Adherence to Specifications and Requirements
 - Service History of Vendor
 - Other Factors considered relevant by the CSCISD
- 3.2 The Department of Purchasing for the CSCISD will use the above referenced criteria to recommend the best value to the CSCISD Board of Trustees.
- 3.3 The CSCISD will contract and award this proposal to on a multiple basis, “**All or None**” proposals will not be considered.

4.0 SPECIAL NOTES

- 4.1 All sealed proposals must be mailed or delivered to:
- Carrizo Springs Consolidated Independent School District
Department of Purchasing
Anna Rocha-Diaz, Exec. Dir. for Financial Services
300 North 7th Street
Carrizo Springs, TX 78834
- 4.2 Any questions or concerns regarding this proposal must be directed to Anna Rocha-Diaz, Exec. Dir. for Financial Services, at (830) 876-3869 or at the Carrizo Springs CISD Business Office located at 300 North 7th Street, Carrizo Springs, Texas 78834.

**CARRIZO SPRINGS CISD
SEALED PROPOSAL NO. 09-0503
KITCHEN EQUIPMENT: WALK-IN FREEZER & COOLER**

PROPOSED IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS AND REQUIREMENTS:

REPRESENTATIONS: By execution and submission of this proposal, the undersigned authorized representative of the contracting company indicated below hereby represents and warrants to the Carrizo Springs Consolidated Independent School District (CSCISD) as follows:

1. That said person is authorized to enter into contractual relationships on behalf of the contracting company indicated below, and
2. That said person has read and understands this Sealed Bid/Proposal, the accompanying General Terms and Conditions, General Bid/Proposal Specifications, and Proposal Form(s) and that this proposal is made in accordance with the provided documents, and
3. That said person proposes to supply any products and/or services submitted under this Sealed Bid/Proposal at the prices quoted and provided and in strict compliance with the proposal documents and
4. That if any part of this proposal is accepted, said person and company will furnish all products and/or services awarded under this proposal at the prices quoted and provided and in strict compliance with the proposal documents and
5. CSCISD or any representative or agent of CSCISD is authorized by the undersigned to contact any firm, institution, and/or person to obtain information about the firm's services, financial condition, and/or any other information CSCISD might deem necessary.

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE
