

COLLEGE STATION I.S.D.
1812 Welsh, College Station, Texas 77840

June 18, 2008

REQUEST FOR BID (RFB) #8-024- AIR FILTERS

Bid Opening Date: July 15, 2008 @ 3:00 p.m.

Director of Purchasing: Mark Pantel, C.P.M. Phone: (979) 764-5408

The College Station Independent School District (CSISD) is soliciting bids for the purchase of air filters for the period September 1, 2008 through August 31, 2009. The quantities given are estimates only and are not a guarantee to purchase by CSISD. Total annual value of this contract is approximately \$10,000.

Copies of RFB #8-024 may be obtained from the Purchasing Office at College Station Independent School District, 1812 Welsh, College Station, Texas 77840 or the CSISD website: www.csisd.org

CSISD reserves the right to select a primary supplier and a secondary supplier for air filters.

Bidders must submit sealed bids in the form of the executed offer together with any material required by any addendum to this RFB by the time and date specified. All bids must remain open for 60 days from the Bid Date pending acceptance by CSISD.

INSTRUCTIONS TO BIDDERS

GENERAL

The following instructions by College Station Independent School District are intended to afford bidders an equal opportunity to participate in this bid.

Any explanation desired by a bidder regarding the meaning or interpretation of these instructions or any other bid documents must be requested in writing to CSISD with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanations or instructions will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an amendment to the invitation if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders.

SPECIFICATIONS

Bidders are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the bidder's risk. Bids submitted on other than authorized forms or with different terms or provisions may not be considered as responsive bids.

INFORMATION REQUIRED

Each bidder shall furnish the information required by the bid documents. The bidder shall sign the Bid Sheet and, when appropriate, the specifications, which documents shall collectively constitute the bidder's offer. The person signing the documents must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to CSISD.

- (a) The bidder should quote its lowest and best price on each item. Pricing should include packaging.
- (b) Delivery of air filters shall be made to the Operations Department, 2000 Welsh, College Station, Texas. CSISD reserves the right to pick up hardware items for the store location if available and needed immediately.
- (c) All prices shall be entered on the Bid List in ink or typewritten. Totals shall be entered in the "Extended Price" column of the Bid List, and in case of discrepancy between the unit price and the extended total price, the unit price will be presumed to be correct.
- (d) Bids must be firm. If the bidder, however, believes it necessary to include in its price a price adjustment, such a bid may be considered, but only as an alternate bid.
- (e) CSISD is exempt from federal excise taxes, state and local sales and use taxes.
- (f) Availability of products is part of the bid and important criteria for evaluation.

SUBMISSION OF BIDS

Sealed Bids shall be returned in an envelope marked on the outside with the bidder's name and address and bid number addressed to:

College Station Independent School District
c/o Mr. Mark Pantel, C.P.M.
Director of Purchasing
1812 Welsh
College Station, Texas 77840

RFB #8-024 Air Filters
Bid Due Date: Tuesday July 15 @3:00 p.m.

Bids may be delivered in person at the above address. Bids must be returned in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the RFB. Bids received after the published time and date cannot be considered.

MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified or withdrawn by written or telegraphic notice received by CSISD prior to the exact hour and date specified for receipt of bids. A bid may also be withdrawn in person by a bidder or his authorized representative prior to the bid deadline; provided the bidder's identity is made known and he or she signs a receipt for the bid.

OPENING BIDS

All bids shall be opened as soon after the bid deadline as is reasonably practicable. Trade secrets and confidential information contained in bids shall not be open for public inspection.

EVALUATION FACTORS

CSISD will award contracts based upon the lowest responsible bid, price and other factors considered. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that in the event a contract specifies a unit price basis, the compensation paid by CSISD shall be based upon the actual quantities supplied.

In determining the "lowest responsible" bid, CSISD shall consider the following factors:

- (1) the 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 and rules relating to historically underutilized businesses;
- (7) the total long-term cost to the district to acquire the vendor's goods or services; and
- (8) any other relevant factor specifically listed in the request for bids or proposals.

In the event identical bids are submitted which are determined by CSISD to be the lowest responsible bids, the successful bidder shall be selected by the casting of lots.

RESERVATION OF RIGHTS

CSISD expressly reserves the right to:

- (a) Reject or cancel any or all bids;
- (b) Waive any defect, irregularity or informality in any bid or bidding procedure;
- (c) Waive informalities, minor deviations from specifications at a lower price than other bids meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is improved or not impaired;
- (d) Extend the bid opening time and date;
- (e) Reissue a bid invitation;

- (f) Consider and accept an alternate bid as provided herein when most advantageous to CSISD;
- (g) CSISD has the right to cancel the contract with a thirty (30) day written notice; and
- (h) Procure any item or services by other means.

ACCEPTANCE

Acceptance of a bidder's offer for air filters will be by purchase order issued by CSISD. Subsequent purchase orders and release orders may be issued as appropriate. Unless the bidder specifies otherwise in his bid, CSISD may award the contract for any item or group of items shown on the bid invitation.

STANDARD PURCHASE TERMS AND CONDITIONS

Bidder and CSISD agree as follows, (if applicable):

BIDDER TO PACKAGE GOODS

Bidder will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows:

- a) Bidder's name and address;
- b) CSISD's name, address and purchase order;
- c) Container number and total number of containers, e.g. box 1 of 4 boxes;
- d) The number of the container bearing the packing slip.

Bidder shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications (if applicable). CSISD's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED

Bidder is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS

The title and risk of loss of the goods shall not pass to CSISD until the district actually receives and takes possession of the goods at the point of pickup at vendor's store location or at CSISD Operations Department.

NO REPLACEMENT OF DEFECTIVE TENDER

Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality, fitness or use and the like. If a tender is made which does not fully conform, such failure shall constitute a breach of the contract. The Bidder shall not have the right to substitute a conforming tender; provided, however, that if the time for performance is not yet expired, the Bidder may seasonably notify CSISD of its intention to cure and may then make a conforming tender within the contract time.

INVOICES AND PAYMENTS

Bidder shall submit separate invoices, in duplicate, on each purchase order after each pick up or delivery. Invoices shall indicate the purchase order number and the RFB number. Invoices shall be itemized. A copy of the bill of lading should be attached to the invoice and mailed to CSISD at the address specified on the purchase order. Payment shall not be due until the above documents are submitted after delivery. **All prices quoted and invoiced shall be F.O.B. destination, full freight allowed.**

WARRANTY-PRICE

The price to be paid shall be that contained in Bidder's bid which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this RFB for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, others shall reduce the prices of the items to the Bidder's current prices on orders, or in the alternative, CSISD may cancel this RFB without liability to Bidder for breach for Bidder's actual expenses.

WARRANTY-PRODUCT

Bidder shall not limit or exclude any implied warranties, and any attempt to do so shall render this RFB void at the option of CSISD. Bidder warrants that the goods furnished will

conform to the specifications, drawings, and descriptions listed in the Bid documents, and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

WARRANTY-SAFETY

Bidder warrants that the product sold to CSISD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event the product does not conform to OSHA standards, CSISD may return the product for correction or replacements at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction may be made by CSISD at Bidder's expense.

WARRANTY-INFRINGEMENTS

Bidder agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, he will notify CSISD to this effect in writing within two weeks after the signing of this RFB. If CSISD does not receive notice and is subsequently held liable for the infringement or the like, Bidder will indemnify CSISD for any damages due to such claim. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this RFB shall be null and void except that CSISD will pay Bidder for the reasonable cost of his search as to infringements.

TERMINATION

CSISD shall have the right to terminate for default all or any part of its RFB if Bidder breaches any of the terms hereof or if the Bidder becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which CSISD may have in law or equity, specifically including, but not limited to, the right to sue for damages or demand specific performance. CSISD additionally has the right to terminate this RFB without cause by delivery to the Bidder of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

ASSIGNMENT-DELEGATION

No right or interest in this RFB shall be assigned or any obligation delegated by Bidder without the written permission of CSISD.

INTERPRETATION

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFB shall not be relevant to determine the meaning of this RFB even though the accepting party has knowledge of the performance and opportunity for objection.

APPLICABLE LAW

The Uniform Commercial Code as adopted in the State of Texas and in force shall govern this RFB on the date of this RFB.

REQUEST FOR BID STANDARD PROVISIONS

Bidder and CSISD agree as follows:

1. Term: **The term of this contract shall be from September 1, 2008 to August 31, 2009** with the option to renew the contract for two (2) additional years in one- year increments, providing all terms and conditions remain the same and agreed to by both parties sixty (60) days prior to expiration.
2. Renewal of contract: Will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustee's of CSISD reserve the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.
3. Description - Sale of Goods. Bidder shall transfer and deliver to CSISD and shall pay for and accept all of CSISD's requirements during the referenced term of the contract for all of the items listed and described on the Bid.
4. Release Order, if applicable. CSISD shall exercise its right to specify time, place, and quantity to be delivered. The release order will refer to this RFB and will specify the item, quantity, delivery date, and receiving address.
5. Default In One Installment to Constitute Total Breach. Each installment or lot of this contract is dependent on every other installment or lot, and a delivery of non-conforming goods, a default, or any nature under one installment or lot will impair the value of the whole contract and constitutes a total breach of the contract as a whole.
6. Replacement of Merchandise. Any merchandise rejected must be corrected or replaced by suitable merchandise within two (2) weeks, at no charge to CSISD, or a

replacement will be bought in the open market and any costs incurred including additional costs over and above the bid price will be the responsibility of the Bidder.

7. Price Adjustment. All goods to be delivered pursuant to the terms of this RFB, including any extensions thereof, shall be purchased at the prices set forth on Bidder's Bid Sheet.
8. Estimated Quantities: The **quantities given are estimates only for annual usage** and are not a guarantee to purchase by CSISD. The list provided on the Price Sheet is not a complete list of all air filters used by CSISD but is shown to represent the majority of items used by the district during the bid period.

SUBMITTALS

Vendor is required to return the following documents in the bid package:

- Signed "AUTHORIZATION" Sheet
- Signed "FELONY CONVICTION NOTICE" Sheet
- CONFLICT OF INTEREST QUESTIONNAIRE
- "Bid Form Pricing Sheet"

COLLEGE STATION I.S.D.

Air Filters

AUTHORIZATION

Vendors Name: _____

In submitting RFB #8-024, I certify as follows:

1. The prices in this Bid have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter related to such prices, with any other bidder or with any competitor.
2. I have read each of the Bid documents outlined in the RFB and agree to abide by the terms and conditions thereof.

DATED: this ___ day of _____, 2008

Name of Firm: _____.

Signature: _____.

Name Typed: _____.

Title: _____.

Firm's Address: _____.

_____.

S.S. or Fed.ID#: _____.

Phone Number: _____ FAX Number: _____.

Email Address: _____.

Website Address: _____.

COLLEGE STATION I.S.D.

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034.

Felony Conviction Notification

Texas Education Code §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 an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “ a school district may terminate a contract with a person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The school 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.

Vendor’s Name: _____

Authorized Company Official’s Name (Printed)

- 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:

Name of Felon (s): _____

Details of Conviction(s): _____

Signature of Company Official

RFB #8-024**Air Filters**

Item	Description	Make/Model	Estimated Qty	Price	Extended
1	Merv 7 20x24x1 14 ppf	APSX72024114	60		
2	Merv 7 24x30x1 14 ppf	APSX72430114	24		
3	Merv 7 14x25x1 14 ppf	APX71425114	288		
4	Merv 7 16x20x1 14 ppf	APX71620114	72		
5	Merv 7 16x20x2	APX7162028	168		
6	Merv 7 16x25x1 14 ppf	APX71625114	96		
7	Merv 7 16x30x1 14 ppf	APX71630114	48		
8	Merv 7 20x20x1 14 ppf	APX72020114	216		
9	Merv 7 20x25x1 14 ppf	APX72025114	216		
10	Merv 7 20x30x1 14 ppf	APX72030114	120		
11	HP1590DTAM Slit Roll 16" x 50'	HP1590DTAMR1650	120		
12	HP1590DTAMR2050	HP1590DTAM Slit Roll 20" x 50'	120		
13	HP1590DTAMR2560	HP1590DTAM Slit Roll 25" x 50'	120		
Total:					

Percentage Discount from "in store" retail pricing for hardware not specifically listed	_____ %
Please indicate your company's store hours Monday - Saturday	_____
List additional services provided by your company	_____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

Date