

**NORTH EAST INDEPENDENT SCHOOL DISTRICT
8961 TESORO DRIVE
SAN ANTONIO, TEXAS 78217**

Request for Proposals will be received in the Office of the Executive Director of Procurement & eCommerce for **DRY ERASE BOARDS, MATERIALS, PARTS AND SUPPLIES** per proposal specifications and conditions on or before **2:00 p.m. Central Standard Time on Tuesday, September 30, 2014** without exception. Proposals received after the specified time will not be considered. All interested parties are invited to be present for the RFP receipt in the office of the Executive Director of Procurement & eCommerce, **RICHARD A. MIDDLETON EDUCATION CENTER, 8961 TESORO DRIVE, SUITE 317, SAN ANTONIO, TX 78217.**

North East Independent School District or its designee reserves the right to reject any and/or all proposals, to make awards that are the best value to the District and to waive all formalities and irregularities in bidding.

North East Independent School District participates in interlocal agreements with Judson ISD, San Antonio ISD, and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD, San Antonio ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson, San Antonio, and Northside ISD's. Any contract resulting from this agreement is strictly between the individual districts and the proposer.

Please mail or deliver to:

David Bohannon, Executive Director of Procurement & eCommerce
North East Independent School District
8961 Tesoro Drive, Suite 317
San Antonio, Texas 78217

NEISD DOES NOT ACCEPT ELECTRONIC SUBMISSIONS OR FAX BIDS.

Please fill in the RFP Invitation Number and the RFP Opening Date of this invitation on the enclosed green adhesive label and use it for a mailing label.

NOTE: This is a request for proposal, IT IS NOT AN ORDER.

RFP #14-15

All bids submitted must be received and time-stamped in the Department of Procurement & eCommerce prior to the deadline specified as the bid opening time and date. North East ISD shall not be held liable for late submissions.

Company _____

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RFP #14-15 - DRY ERASE BOARDS, MATERIALS, PARTS AND SUPPLIES

SPECIFICATIONS AND CONDITIONS

North East Independent School District is requesting competitive sealed proposals for **DRY ERASE BOARDS, MATERIALS, PARTS, AND SUPPLIES** per the following specifications and conditions. The estimated value of this proposal is \$50,000 to \$75,000. However, NEISD does not guarantee any purchase quantities or dollar amounts. Actual purchases could be more or less than the estimated amounts or none.

1. This is a benchmark/catalog bid. A discount or mark-up from a verifiable benchmark is required. Bidders can use manufacturer's catalogs/price sheets, company catalogs/price sheets, store catalog/price sheet, shelf pricing, in-house custom pricing, etc., as benchmarks. **The benchmark must be verifiable by North East ISD. See Schedule A for further information.** Bid pricing should extend to all items available in bidders inventory. **DISTRICT WILL VERIFY PRICING PRIOR TO PLACING ORDER.**
2. If a benchmark/catalog price increase or decrease occurs during the contract period, North East ISD will honor the price increase or decrease when proof of such an increase or decrease is received in the Procurement & eCommerce Department. A benchmark/catalog price increase or decrease **will not** change the bid discount or mark-up.
3. This RFP may be awarded to one or multiple companies, whichever is in the best interest of North East ISD.
4. Catalog discounts or mark-ups will remain firm for the life of the contract.
5. Prices must include any and all delivery charges.
6. All material(s) should be delivered no later than fourteen (14) days from the purchase order date. Arrangements must be made with the district campus/department should additional time be required. Should the awarded vendor be unable to deliver materials(s), NEISD reserves the right to purchase materials from another vendor and charging the awarded vendor the difference between the bid and purchase price.
7. In emergencies, NEISD reserves the right to procure items from another vendor should the awarded vendor(s) be unable to provide material or parts in a timely manner. NEISD shall determine what constitutes a timely manner as circumstances dictate.
8. All packing lists, freight bills, invoices, etc., shall reference the district's purchase order number.
9. NEISD reserves the right to waive any irregularities or formalities in this proposal.

10. It is not the policy of the North East Independent School District to purchase on the basis of low proposals alone. Quality and suitability to purpose being controlling factors, it is understood that the purchaser reserves the right to arrive at such by whatever means may be determined. The following criteria shall be used to evaluate each proposal:

- i. Purchase price
- ii. Reputation of vendor and of the vendor's goods or services
- iii. Quality of vendor's goods or services
- iv. Extent to which the goods or services meet the district's needs
- v. Vendor's past relationship with the district
- vi. Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- vii. Total long-term cost to the district to acquire the vendor's goods and services
- viii. For contracts related to goods and services, other than 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:
 - a. has its principal place of business in this state; or
 - b. employs at least 500 persons in this state; and
- ix. Any other relevant factor specifically listed in the request for bids or proposals

11. Upon approval by the Board of Trustees, if required, contracts for purchase will be put into effect by means of purchase orders issued by the Executive Director of Procurement & eCommerce. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.

12. Return original and one photocopy of proposal. Original and copy should be labeled as such.
Failure to submit a photocopy may result in the disqualification of the proposal.

SCHEDULE A

BENCHMARK/CATALOG PRICING

Benchmark/catalog pricing is a pricing structure that uses verifiable prices as a starting point for establishing the final cost of a product. A benchmark/catalog price can be established in various ways. Listed below are examples of benchmark/catalog pricing.

- A. Manufacturer's catalogs/price sheets
- B. Company catalogs/price sheets
- C. Store catalog/price sheet
- D. Shelf pricing

Catalogs and price sheets may be bid different ways. Listed below are several methods of bidding a benchmark/catalog bid.

NET PRICING

In this method markups or discounts are already calculated into the catalog/price sheet, and the vendor should bid their catalog/price sheet using a discount of net or 0% as the basis for the bid. The price quoted is the final unit price.

DISCOUNT PRICING

For discount pricing the catalog/price sheet **does not** include any vendor markups or discounts. In this instance a percentage markup or discount from the catalog/price sheet is bid, and it is the customer's responsibility to calculate the final price for each item purchased.

SHELF PRICING

If a vendor does not offer, or have access to, a catalog or price sheet, a bid using Shelf Pricing is acceptable by North East ISD. For shelf pricing a vendor can bid a discount from the shelf price or bid the shelf price.

If you have any questions regarding this attachment, contact Jesse Luna, Assistant Director of Procurement & eCommerce, at 210.407.0409.

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PROPOSAL FORM

Section I: Discount or Markup from Catalog

Identify the benchmark, catalog or website below:

Multiple vendors will be awarded in this section. You must indicate a minimum of 0% to be included in this section.

(The benchmark must be verifiable by North East ISD. See Schedule A for further information.)

**BENCHMARK DESCRIPTION, CATALOG, % DISCOUNT or % MARK-UP
OR WEBSITE:**

_____ % _____ %

If your company offers no discount from catalog pricing, please respond with 0% on your bid.

Delivery time after catalog order is placed: _____

Freight Cost for catalog orders: _____

Restocking fee: Yes or No Cost: _____

Exceptions/ Comments to the Section I- Discount from Catalog: _____

REFERENCES

Please provide references and company information on this page and return with your proposal.

Company	Contact Person	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

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OPTION TO EXTEND CONTRACT

The NEISD reserves the right to extend this contract for (2) two additional one-year contracts. If the option to renew is exercised, the contract will continue under the same terms and conditions.

NON-APPROPRIATION OF FUNDS

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Executive Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

UNIFORM COMMERCIAL CODE

This contract shall be governed in accordance with the rights and remedies set forth in the Uniform Commercial Code as adopted by the State of Texas.

TERMINATION CLAUSE

NEISD reserves the right to terminate this contract including, but not limited to, non-performance with thirty days written notice.

RIGHT TO REJECT

North East Independent School District of San Antonio, Texas, reserves the right to reject any and all proposals submitted and to request additional information from all proposers.

WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waive or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in San Antonio, Bexar County, Texas.

CONFLICT OF INTEREST DISCLOSURE

A Conflict of Interest Disclosure is included and should be signed and returned with proposal. **Failure to submit a completed and signed Conflict of Interest Disclosure may result in the disqualification of the proposal.**

OPEN RECORDS ACT

All RFP responses are available for public inspection under the Open Records Act; but designated trade secrets, proprietary, and confidential information identified by the vendor as exempt from public inspection may be made available for public viewing subject to interpretation and formal ruling by the State of Texas Attorney General.

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Three (3) page requirements: 1. Answer statements 2. Signature 3. Company information.

In the event funds are not appropriated by the NEISD's governing body in any fiscal period for payments due under this contract, then the Executive Director of Procurement & eCommerce, or designee, will immediately notify the successful proposer(s), or their designee(s), of such occurrence and this contract will terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to NEISD of any kind whatsoever, except as to the portions of the contract or other payments herein agreed upon for which funds will have been appropriated and budgeted or are otherwise available.

The undersigned certifies that the firm and/or principals of the firm **(check one) is ___/is not___** currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the District of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Also, pursuant to the State of Texas Legislative Senate Bill NO. 1, Section 44.034, Notification of Criminal History, the undersigned affirms this firm **(check one) is ___/is not___** owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly held corporation.

The undersigned affirms that they are duly authorized to execute this contract, that this company, 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 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.

By submitting this offer, the undersigned acknowledges that the Conflict of Interest questionnaire, in accordance with HB914, has been received, that instructions have been read, and the questionnaire has been/is being submitted as necessary.

Original Authorized Signature ► _____ ◀
(Person Responsible for Proposal)

Company _____

Name of Representative _____
(Type or Print)

Address _____

City, State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL**NO CONFLICT** – Line 1 – Company name, Line 4 – Sign and date.**CONFLICT** – Line 1 – Company name, Lines 2 & 3 - answer questions, Line 4 – Sign and date.

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 Check this box If you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>	
<p>3</p> <p>Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>_____ Signature of person doing business with the governmental entity</p> </div> <div style="width: 35%;"> <p>_____ Date</p> </div> </div>	

Adopted 06/29/2007