

NOTICE TO BIDDERS

The Grand Prairie Independent School District will receive sealed bids and proposals until:

2:30 P.M. – May 18, 2009
at which time all responses will be publicly opened

FOR:

INSTRUMENT REPAIR / REPLACEMENT COST

Prospective bidders may secure further information and specifications at 2602 South Belt Line Road OR

http://www.gpisd.org/departments/business/purchasing/current_bids.html

The school district reserves the right to reject any and/or all bids and to waive all formalities and irregularities in bidding.

BID ENVELOPE MUST BE ADDRESSED TO:

Grand Prairie ISD
Purchasing Department
2602 South Belt Line Road
Grand Prairie, TX 75052

and

PLAINLY MARKED:

BID NO. 09-64

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the bid list. If you cannot bid at this time and desire to remain on the bid list, please submit a **NO BID** on the bid form and return.

PROCEDURES FOR SEALED BIDS OR PROPOSALS

1.0.0 GENERAL CONDITIONS

- 1.1.0 APPLICABILITY - These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.
- 1.2.0 WITHDRAWAL OF BIDS - Any bid may be withdrawn by the bidder prior to the scheduled time for opening. Any request by a bidder to withdraw a bid must be in person or in writing and submitted to the Director of Purchasing prior to the scheduled time for opening bids. Any bid that is received after the time specified shall not be considered and may be returned unopened to the bidder.
- 1.3.0 BIDS SHALL BE SUBMITTED ON THESE FORMS - Deviations to the General Conditions and/or Specifications shall be **conspicuously noted in writing** by the bidder and shall be included in the bid.
- 1.4.0 BIDDERS WHO DO NOT BID are requested to notify the Grand Prairie Independent School District (GPISD) Purchasing Department in writing if they wish to receive future bids. Failure to do so **will** result in their being deleted from our bidder list.
- 1.5.0 GPISD reserves the right to waive any or all bid irregularities, formalities, or other technicalities; to be the sole and independent judge of quality and suitability of any products offered; and may accept or reject any bid in its entirety, or may reject any part of any bid without affecting the remainder of that bid, and may award the individual items on this bid in any combination or in any way to best serve the interests of GPISD as it perceived those interests to be in its sole discretion.
- 1.6.0 GPISD will enter into contractual relationships only with those bidders who have, through word and action, affirmed that they comply with all applicable existing laws or executive orders to insure equal employment opportunities, without regard to race, creed, color, sex, or national origin. Minority owned or HUB companies are encouraged to compete in providing goods and services to the district. GPISD does not operate under a set-aside program.
- 1.7.0 Quantities shown are estimates only, based on prior usage. GPISD reserves the right to increase or decrease quantities with the selected supplier, both at the time of acceptance of this quotation offer as so modified, and subsequent thereto. GPISD will purchase supplies and materials during the bid period as-needed.

1.8.0 DELIVERIES required in this bid shall be freight prepaid, F.O.B. actual destination detailed in specifications, between 7:00 a.m. and 2:00 p.m., inside delivery. Bid prices shall include all freight and delivery charges. Delivery requirements will make it mandatory that the successful bidder schedule an appointment with the Director of Purchasing, or their designee, prior to the shipping any materials.

2.0.0 SPECIFICATIONS may be those developed by the Using Department or by the Manufacturer to represent items of regularly manufactured products, materials, or equipment.

2.1.0 DISTRICT SPECIFICATIONS have been developed by the Using Department to show minimal standards as to the usage, materials, and contents based on their needs.

2.2.0 MANUFACTURER'S SPECIFICATIONS (Design Guide), when used by the District, are to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product of such items similar and substantially equivalent will be considered.

2.3.0 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "*or equal*" if not inserted *shall be implied*. The specified article or material shall be understood as indicating the type, function; minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. GPISD reserves the right to make final decisions as comparable items. Be very certain that items upon which you bid and deliver are equal to items listed. Materials, which are not equal, will be returned to the bidder, transportation charges collect. Bidder will reimburse GPISD for items returned at invoice cost within 30 days.

2.4.0 WARRANTY CONDITIONS for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder shall be an authorized dealer, distributor or manufacturer for the product. Seller shall not limit or exclude any implied warranties, any attempt to do so shall render this contract void at the option of the Buyer.

2.5.0 GPISD, any of its departments, divisions or campus, is one user and reserves the right to select products and/or supplies from any bid, cooperative agreement such as the General Services Administration or the Department of Information Resources.

3.0.0 EVALUATION OF BIDS, in accordance with Article 2368a.3, Section 5, takes into account the following considerations:

3.0.1 Price;

3.0.2 Quality - meets or exceeds specifications;

3.0.3 Probability of continuous availability;

3.0.4 Bidder's service and date of proposed delivery and placement.

3.0.5 Review of bid is subject to the evaluation of the user department and subsequent recommendation.

3.1.0 PREFERENTIAL REQUIREMENT - GPISD, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Article 601g V.T.C.S.).

3.2.0 IDENTICAL BIDS - In cases where bidding is required for proposed contracts, and more than one bidder submitted the lowest and best bids (identical bids), the bidder who is a resident of the district shall be selected by the governing body. If two or more bidders submitting the lowest and best bids are residents of the district, one of the resident bidders shall be selected by the casting of lots.

3.3.0 AWARD of BID; BID SUMMARY: The GPISD reserves the right to award a separate contract to more than one bidder for each item/group/service or to award on contract for the entire bid. All bidders will receive a statement of bid award. Tabulations will be posted on the district Purchasing webpage.

http://www.gpisd.org/departments/business/purchasing/bids_proposals.htm

4.0.0 CONTRACTS

4.1.0 CONTRACTS FOR PURCHASE will be put into effect by means of a purchase order(s) executed by the Purchasing Department after bids have been awarded.

4.2.0 ALL CONTRACTS AND AGREEMENTS between bidders and the GPISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1977 by the American Law Institute in the National Conference of Commissioners on uniform state laws.

4.3.0 Buyer's obligation is payable only and solely from the funds available for the purpose of this purchase. Lack of funds shall render this

contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to the Seller by the Buyer. Do not include Federal Excise, State or City Sales Tax. Entity shall furnish exemption certificate.

5.0.0 DISCLOSURES - By signing this bid, a bidder affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the bid submitted, and

5.1.0 affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in the award of this bid. (See NON-COLLUSION STATEMENT)

5.2.0 Upon notification of potential selections for award, the person or entity submitting this bid must give 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 this conviction of a felony (See FELONY CONVICTION NOTICE).

5.3.0 BIDDER SHALL NOTE any and all relationships that might be a conflict of interest and include such information with the bid. A list of current board members and the superintendent may be reviewed at

<http://www.gpisd.org/gpisd/trustees/index.htm>

5.4.0 The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others and overpricing refunded within 30 days to GPISD, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

5.5.0 In the event of a price decrease to the general trade during the full term of the contract, such decrease must be allowed the District for all configurations and components included in this contract.

6.0.0 CONDUCT WHILE ON DISTRICT PREMISES

6.1.0 Successful bidder or contractor, and all employees, will be required to comply with the same standards applicable to the employees of the GPISD with regard to procedure 18 of the Auxiliary Employee Handbook.

7.0.0 STATEMENT OF QUALIFICATIONS, when required, must include a description of organizational experience, references and capabilities.

7.1.0 *Organizational Experience:* Bidder must describe their qualifications and experience to perform the work described in this invitation.

7.2.0 *References:* Proposals must include at least three references, preferably state and local government organizations where the bidder currently provides the type of services and/or products requested. Reference listings must include organization names, addresses, and contact person and telephone number.

SECTION 8.0.0 – 10.0.0 (SECURITY; BID SECURITY; PAYMENT BONDS; AND INSURANCE) do not apply to this bid.

11.0.0 PRESENTATION OF BIDS: All bids/proposals must be received at the Purchasing Office in a sealed document. No oral, telegraphic, telephonic, or facsimile bids will be accepted. ALL correspondence, including freight bills, packing slips, invoices and statements must reference the district purchase order assigned as a result of this bid.

12.0.0 INTERLOCAL AGREEMENT

The Grand Prairie ISD participates in the Educational Purchasing Cooperative of North Texas (EPCNT) There are several governmental entities which utilize this organization for potential purchases. A complete list may be viewed at

http://www.epcnt.com/Current_members.htm

Governmental entities utilizing Internal Governmental contracts with the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Grand Prairie ISD will be billed directly to that governmental entity and paid by that governmental entity. Grand Prairie ISD will not be responsible for another governmental entity's debts. Each governmental entity will order material/service as needed and issue the appropriate purchasing documents/contracts.

SPECIFICATIONS FOR INSTRUMENT REPAIR

SCOPE: The district seeks authorized/certified repair companies to maintain approximately \$800,000.00 of musical instruments.

GENERAL: Equipment is distributed among 36 campuses and range from elementary percussion/rhythm instruments to performance/competition quality instruments at the high school level. Some items may require minor adjustments to return them to a useable condition while others may require a complete refurbishing.

CATEGORY:

- Percussion includes drums, keyboards, pianos (upright and grand), rhythm instruments, etc;
- Brass includes beginner quality instruments at the middle school to concert quality instruments at the high school level;
- Strings includes typical instruments associated with a strings program and those used in Mariachi programs;
- Reed or Wind instruments include beginner quality instruments at the middle school to concert quality instruments at the high school level

EXPECTATIONS:

- Company must have the ability to pick up instruments, pianos excluded, at the individual campus and perform the required repair at their own site, and return the instrument to the campus of its origin.
- Repairs should be made in a timely and cost effective manner, and render the instrument in a useable condition
- Tuning of keyboards to be performed at the campus.
- Company must accept a district issued purchase order for services performed.
- All pricing should reflect pick-up and return of instruments as stated above.
- References should identify school districts in the DFW area where work has been performed including contact name and phone number for each district.

REPLACEMENT COST:

Identify your ability to sell the district instruments in the categories shown above. These may be new or refurbished.

PERIOD OF CONTRACT:

The district will begin its contract period with the company(ies) on June 1, 2009 to continue through May 30, 2010. Prior to the anniversary date in 2010, the district will consider a second year extension, and will conduct a similar review in May 2011 to consider a third year extension.

BIDDER'S CERTIFICATE

This bidder, the below named firm, hereby submits bid prices as shown for furnishing the items listed herein, delivered in the quality and dimensions specified, and subject to the conditions listed under "Bid Specifications and Conditions." Bid prices shown are net and include all charges. Descriptive and illustrative material, including specifications and data sheets, and all other proposals accompanying this bid are considered to be an integral part of this bid offer.

FIRM'S NAME _____

ADDRESS _____

CITY & STATE _____ ZIP CODE _____

EMAIL _____

TELEPHONE _____ FAX _____

AUTHORIZED SIGNATURE _____ DATE _____

POSITION WITH COMPANY _____

PLEASE INDICATE THE CATEGORY WHICH YOU WILL REPAIR (circle any or all)

- Percussion
- Brass
- Strings
- Reed (wood wind)
- Other – Please identify

We can provide pricing for replacement instruments.> YES NO

Our prices reflect a _____ % off our standard rate.

We will charge a minimum of _____ for pickup and return.

We will accept district issued purchase orders. YES NO

We have included a list of references. YES NO

INTERLOCAL AGREEMENT

Should the governmental, referenced above, elect to participate in this contract, would you, (the contractor) agree that all terms, conditions, specifications, and pricing would apply? Yes No

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Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

Note: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME

NAME OF AUTHORIZED INDIVIDUAL (printed or typed)

AUTHORIZED SIGNATURE

DATE

POSITION WITH COMPANY

RETURN THIS PAGE

Felony Conviction Notification

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 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 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 contract.”

This Notice Is Not Required of a Publicly Held Corporation

(I) (We), 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:

Check the appropriate box and sign the form.

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

AUTHORIZED SIGNATURE: _____

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

AUTHORIZED SIGNATURE: _____

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

Name of Felony: _____

Details of Conviction(s):

AUTHORIZED SIGNATURE: _____

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CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE FORM
For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date