

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

RFPs will be received by the Board of Trustees of the North East Independent School District for **VETERINARY EQUIPMENT AND SUPPLIES FOR MADISON AGRISCIENCE CENTER** per proposal specifications and conditions.

Proposals will be received in the Office of the Senior Director of Procurement and eCommerce until **Thursday, November 19, 2009 at 2:00 p.m.** 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 Senior Director of Procurement and eCommerce, **NORTH EAST EDUCATION CENTER, 8961 TESORO DRIVE, SUITE 317, SAN ANTONIO, TX 78217.**

The Board of Trustees of the North East Independent School District or its designee reserves the right to reject any and/or all proposals, to make awards as they may appear to be advantageous to the District and to waive all formalities and irregularities in bidding.

North East Independent School District participates in interlocal agreements with Judson ISD and Northside ISD. Awarded vendors agree to extend proposal pricing to Judson ISD and Northside ISD. North East ISD does not guarantee the use of this proposal, use will be at the discretion of Judson 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, Senior 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 attached adhesive label and use it for a mailing label.

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

RFP #43-10

NOTE: FAILURE TO RESPOND TO THIS RFP WILL REMOVE YOUR NAME FROM OUR BID LIST FOR THIS PARTICULAR ITEM. IF YOU CANNOT BID ON THIS ITEM AT THIS TIME AND WOULD LIKE TO REMAIN ON THE BID LIST, PLEASE SUBMIT A "NO BID" ON THE RFP FORM AND RETURN IT TO US.

Company _____

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**RFP #43-10 – VETERINARY EQUIPMENT AND SUPPLIES FOR
MADISON AGRISCIENCE CENTER**

North East Independent School District is requesting competitive sealed proposals for **EQUIPMENT AND SUPPLIES FOR MADISON AGRISCIENCE CENTER (2007 Bond Program)** per the following specifications and conditions. The estimated value of this proposal is **\$50,000-\$500,000**. However, NEISD does not guarantee any purchase quantities or dollar amounts. **Actual purchases could be more or less than the estimated amounts or none and are contingent upon the availability of bond funds.**

1. This RFP may be awarded to one or multiple companies, whichever is in the best interest of North East ISD.
2. **Completion of Section I – Catalog Pricing** will ensure proposer is approved to solicit quotes from for purchase of equipment and supplies (items specifically for agriscience center, but not limited to). Bidders are to give overall discount rates on Catalog prices. Current price catalog must accompany bid. **If your company offers no discount from catalog pricing, please respond with 0% on your bid. Catalog discounts will remain firm for the life of the contract.**
3. Prices must include any and all delivery charges.
4. All material(s) should be delivered as per specifications on each PO as the Agriscience Center is under construction and will complete in three phases.
5. Deliveries are to be F.O.B. Destination, Freight Prepaid, to location.
6. Vendors for veterinary agriscience equipment and supplies must return one copy of all catalogs bid with this proposal.
7. Any color selection (when required) will be noted on the purchase order.
8. 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:
 - (1) Purchase price
 - (2) Reputation of vendor and of the vendor's goods or services
 - (3) Quality of vendor's goods or services
 - (4) Extent to which the goods or services meet the district's needs
 - (5) Vendor's past relationship with the district
 - (6) Impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
 - (7) Total long-term cost to the district to acquire the vendor's goods and services
 - (8) Any other relevant factor specifically listed in the request for bids or proposals

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9. 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 Senior Director of Procurement and eCommerce. This proposal will be in effect for one year with two one year options to extend.
10. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.
11. 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.**

DELIVERY GUIDELINES:

The Madison Agriscience Center is currently under construction and various areas will be coming on-line in the next year. The District endeavors to be as exact as possible on the purchase order for delivery dates. However, construction delays may be possible. Since the timing of deliveries is such a critical issue, North East ISD will provide the successful proposer(s) with a delivery time schedule for each project. The successful proposer(s) must contact the Procurement & eCommerce Coordinator at 210.407.0407 or pwebst@neisd.net, a minimum of forty-eight (48) hours prior to shipping to ensure site is ready to accept shipment. **Items shipped without contacting the Procurement Coordinator to confirm site is available will be returned to vendor and reshipped at no additional cost to NEISD when site is ready to accept deliveries of ordered goods.**

In the case of construction delays, successful proposer(s) will delay shipment of items until site is ready to accept delivery of ordered goods. This delay in shipping will be at no additional charge to NEISD.

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.**

OPTION TO EXTEND CONTRACT The NEISD reserves the right to extend this contract for 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 Senior 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.

Questions regarding this bid should be directed to Pattie Webster, Procurement Coordinator, 210.407.0407 or pwebst@neisd.net.

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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 the Assistant Director of Procurement & eCommerce, at 210. 804.7100 x405.

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PROPOSAL FORM

Identify the benchmark or catalog (manufacturer's price list, custom pricing, dealer's cost, wholesale pricing, retail pricing, shelf price at time of purchase, etc.) below.

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

BENCHMARK DESCRIPTION OR CATALOG	% DISCOUNT	or	% MARK-UP
_____	_____ %		_____ %

Company Quotation No. _____ (if applicable)

Shipping/Delivery charges: _____

Delivery time after receipt of order? _____

Deviations from specifications: _____

Is original signed, labeled, and copy enclosed? _____

Is a completed/signed Conflict of Interest questionnaire enclosed? _____

Vendor has read and agrees to delivery guidelines. Yes _____ **No** _____

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The undersigned certifies that the firm and/or principals of the firm (check one) **are** /**are 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 **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.

Company _____

Original Signature of Person Responsible for Bid _____

Name, Title (Type or Print) _____

Address _____

City, State _____ Zip _____

Phone _____ Fax _____ Date _____

Email _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

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 Reviewed
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No	
D. Describe each employment or business relationship with the local government officer named in this section.	
4 _____	
Signature of person doing business with the governmental entity	Date

Adopted 06/29/2007