

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

Requests for Proposals will be received in the Office of the Executive Director of Procurement & eCommerce for **MISCELLANEOUS COMPUTER AND PRINTING PARTS AND SUPPLIES** per proposal specifications and conditions on or before **10:30 a.m. Central Standard Time on Tuesday, February 26, 2013**, 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 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, Executive Director of Procurement & eCommerce  
North East Independent School District  
8961 Tesoro Drive, Suite 317  
San Antonio, Texas 78217

**North East Independent School District uses Raptor to process people entering the building at the above mentioned address. A valid state issued identification card, driver license or military identification is required. Allow ten to twenty minutes for this process.**

**NEISD DOES NOT ACCEPT ELECTRONIC SUBMISSIONS OR FAX BIDS.**

**Please place the RFP in a sealed envelope with vendor name and RFP number on the outside of the envelope.**

**NOTE: This is a request for Request for Proposal, IT IS NOT AN ORDER.**

**RFP #76-13**

**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.**

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**  
**8961 Tesoro Drive**  
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**RFP #76-13 – MISCELLANEOUS COMPUTER AND PRINTING PARTS AND SUPPLIES**

**SPECIFICATIONS AND CONDITIONS**

North East Independent School District is requesting proposals for **MISCELLANEOUS COMPUTER AND PRINTING PARTS AND SUPPLIES** per the following specifications and conditions. The estimated value of this proposal is \$75,000-\$150,000; 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. **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 catalog is available on the Internet, please include the website address. NEISD is interested in any catalogs produced in an electronic format, CD, or on-line. If your bid catalog is available in computerized form, please provide any information as to the software availability, features, and system requirements.
3. 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. Catalog discounts will remain firm for the life of the contract.
4. NEISD reserves the right to make awards that are most advantageous to the district.
5. Purchases will be on an as needed basis.
6. Prices must include any and all delivery charges. Deliveries will be F.O.B. destination, freight prepaid to any District location.
7. NEISD reserves the right to waive or take exception to any part of these specifications when in the best interest of NEISD.
8. This RFP will be awarded to one or multiple companies, whichever is in the best interest of North East ISD.
9. All packing lists, freight bills, invoices, etc., shall reference the district's purchase order number.
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:
  - (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

COMPANY \_\_\_\_\_ RFP # 76-13

- (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) For a contract for 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
  - (9) 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 and eCommerce.
  12. Payment terms will be net thirty (30) days after acceptance of delivery or signed receipt or correct invoice, whichever comes later.
  13. 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.**
  14. NEISD reserves the right to waive any irregularities or formalities in this proposal.

#### **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 (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.

# 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 sheets
- 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 listed in the catalog/price sheet is the final unit price.

### **DISCOUNT/MARKUP PRICING**

For discount/markup pricing the catalog/price sheet **does not** include any vendor discounts or markups. In this instance a percentage discount or markup 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 Procurement & eCommerce Bid Coordinator at 210.407.0403.

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**RFP #76-13 – MISCELLANEOUS COMPUTER AND PRINTING PARTS AND SUPPLIES**

**PROPOSAL FORM**

**SECTION I - BENCHMARK/CATALOG PRICING**

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.**

<b>BENCHMARK DESCRIPTION OR CATALOG</b>	<b>% DISCOUNT</b>	<b>or</b>	<b>% MARK-UP</b>
_____	_____ %		_____ %

Delivery time after order is placed: \_\_\_\_\_

Exceptions to the proposal and/or comments: \_\_\_\_\_

\_\_\_\_\_

**Is original and copy enclosed and labeled as such?** \_\_\_\_\_

**Is a completed/signed Conflict of Interest questionnaire enclosed?** \_\_\_\_\_

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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 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) 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 **(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 \_\_\_\_\_

**FORM MUST BE RETURNED WITH PROPOSAL – COMPLETE AS INDICATED**

**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.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
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.	<b>OFFICE USE ONLY</b>	
	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