



PURCHASING DEPARTMENT  
1920 North Main Street  
Mansfield, Texas 76063  
(817) 299-6090

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January 20, 2012

**INVITATION TO BID**

The Mansfield Independent School District is now accepting bids for the following:

**ANNUAL CONTRACT FOR STORE DISCOUNT  
BID #12-099**

Sealed bids will be received by the Mansfield Independent School District in the Office of the Director of Purchasing, MISD Operations Complex, 1920 North Main Street, Mansfield, Texas 76063, in accordance with the specifications available. **Bids will be received until and opened at 2:00 p.m. on February 10, 2012.**

**IMPORTANT:** THIS BID WILL REPLACE BID #11-053. YOU MUST COMPLETE AND BE AWARDED THIS BID IN ORDER TO BE AN APPROVED VENDOR TO DO BUSINESS WITH MANSFIELD ISD DURING THE CONTRACT TERM MARCH 1, 2012 THROUGH FEBRUARY 28, 2013.

## Instructions to Bidders

Read Carefully

**Instructions:** These instructions apply to all bids and become a part of the terms and conditions of any bid submitted unless bidder takes exception in writing when submitting bids.

**The School District or MISD shall mean Mansfield Independent School District.**

**Contract Administrator:** All communications regarding this Bid must be coordinated through the MISD contract administrator. The designated contract administrator during the bid process shall be Pam Fennell, Buyer (817-299-6092), 1920 North Main Street, Mansfield, TX 76063.

Questions may be sent via telephone facsimile to (817) 473-5780 to the attention of Elaine Johnson or electronically to [elainejohnson@misdmail.org](mailto:elainejohnson@misdmail.org). The fax or e-mail must clearly identify the bidder's name and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid. All questions and answers will be published and provided to all potential contractors as soon as possible.

All communications regarding this Bid must be coordinated through the MISD contract administrator. **Vendor shall have no contact with other District staff or board members without permission from the designated contract administrator.** Failure to adhere to this requirement will result in disqualification of the contractor from further consideration.

**Explanations or Clarifications:** Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing to the Purchasing Office with sufficient time (not less than 72 hours before bid closing) allowed for a written addendum to reach each bidder before the submission of the bid. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the School District, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.

**Forms:** Bids must be submitted only on the form provided.

**Bid Returns:** Each bid must be sealed in an **envelope clearly marked with closing date, company name and "Bid Enclosed #12-099"** and addressed to the Purchasing Office, Mansfield Independent School District, Danny Griffin Operations Complex, 1920 North Main Street, Mansfield, Texas, 76063.

**Late Bids:** Bids must be in the Purchasing Office prior to the closing date and time. **NO LATE BIDS WILL BE ACCEPTED** for any reason. It is the sole responsibility of the bidder to ensure timely delivery of the bid. MISD will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery chosen by the bidder.

**Facsimile Bids:** The School District WILL NOT accept faxed bids.

**Acceptance:** The right is reserved to accept or reject any or all of the bids, waive minor technicalities, and to accept the offer most advantageous to the School District.

**Error – Quantity:** Bids must be submitted on units of quantity specified. Any suggestions as to quantity that will secure a better price are welcome.

**Quantities:** The quantities appearing in this request for bids are approximate only, and the School District reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. The successful bidder shall have no claims against the School District for anticipated profits for the quantities called for, diminished or deleted.

**F.O.B.:** Bids will not be considered unless F.O.B. Destination, delivery and packaging costs are included. The School District assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the School District of damage.

**Firm Prices:** Bid prices must be firm for a minimum of 90 days unless other time stipulations are noted elsewhere in the Special Conditions and Instructions as listed in the bid package. Bids subject to price increases will not be considered.

**Authorized Signature:** By signing and executing this bid the bidder certifies and represents to the District that the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise or discretion concerning this bid. Bids must show vendor name, name and address of bidder, and shall be manually signed. Failure to do so will disqualify bid. Person signing bid must show title or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.

**Bid Security:** If a bid security is required for this purchase, the requirement will be reflected in the specifications of the bid package. An acceptable surety bond in the amount specified in the bid package shall be submitted at the time the bid is submitted and is subject to forfeiture in the event the successful bidder fails to execute the contract. To be an acceptable surety on the bond; either, (1) the name of the surety shall be included on the current Department of Treasury's Listing of Approved Sureties (Department Circular 570), or (2) the surety must have capital and surplus equal 10 times the amount of the bond. The surety must be licensed to do business in the state of Texas.

**Withdrawal – Alteration of Bids:** Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing must be initiated by bidder, guaranteeing authenticity. No bid may be withdrawn after bid closing without acceptable reason in writing and with the approval of the Director of Purchasing.

**Invoices:** Invoices must be submitted by the successful bidder to Accounts Payable, Mansfield Independent School District, 605 East Broad Street, Mansfield, Texas, 76063 and to the User Department.

**Cash Discounts:** Normal payment terms are approximately 30 calendar days, given that the goods and/or services received are in satisfactory condition. Any discounts available to the School District or early payment discounts should be noted. Discounts may be considered in determining low bid.

**Taxes:** The Mansfield Independent School District is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. Tax exemption certificates will be executed by the Director of Purchasing upon request.

**Insurance:** If insurance and/or worker's compensation is required by the School for said bid item(s), proof of insurance and/or worker's compensation should be submitted. The School District reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proof of coverage is obtained by the bidder.

**Specifications/Samples:** Any catalog, brand name or manufacturer's reference in the specifications is descriptive, NOT restrictive, and is used to indicate type and quality level desired. Bids on brands of like nature and quality may be considered, unless specifically excluded. If bidding on other than reference or specifications, bid must show manufacturer, brand, trade name, catalog and/or lot number, etc. on article offered and certify that article offered is equivalent to specifications. If other than specified brand of items is offered, specifications, illustrations, and complete descriptive literature must be submitted with bid unless previously filed with the Director of Purchasing. Samples, if required, shall be furnished prior to bid opening, free of expense to the School District, and if not used or destroyed in examinations and testing, will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with the bidder's name, address, item number and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH THE BID.

**Alternate Bid:** Bidders may offer an "equal" product as an alternate bid. Final "approved equal" determination remains with the School District.

**Brand Name or Equal:** If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the School District.

**Brand Name Only:** The School District may deem it necessary to specify Brand Name Only, "No Substitutes", after conclusive testing, prior usage or standardization.

**Warranty/Maintenance Agreement:** Any information regarding warranties and/or maintenance agreements pertaining to said bid item(s) are to be included in the bid.

**Delivery Promise/Penalties:** Bids must show the number of calendar days required to place the materials in the School District's receiving point after receipt of order under normal conditions. DO NOT bid shipping dates. Failure to specify delivery time will obligate bidder to COMPLETE DELIVERY in two weeks. A minimum of five (5) days' better delivery will automatically break a tie bid. Unrealistically short or undue long delivery promises may cause a bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid list. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Department, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Director of Purchasing informed at all times of the status of the order. Default on promised delivery without acceptable reasons, or failure to meet specifications authorizes the Director of Purchasing to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder. Every effort will be made by the Purchasing Department to locate goods at the same or better price as that originally contracted.

**Packaging:** Unless otherwise indicated, items will be unused and in first class condition in containers suitable for damage-free shipment and storage.

**Delivery Time:** Deliveries will be accepted only during normal working hours (8:00 a.m. until 3:30 p.m., Monday through Friday, except on School holidays) at the designated location.

**Tie Bids:** In case of tie bids, preference will be given to local vendors. Consistent and continued tie bidding on any commodity could be cause for rejection of bids by the Director of Purchasing and/or investigation by the Attorney General to determine possible Anti-Trust violations.

**Non-Resident Bids:** Before the School District may award a bid to a non-resident bidder, the non-resident bidder's bid must be lower than the lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the non-resident bidder in the non-resident bidder's home state.

**Proprietary Information:** All material submitted to the School District becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at time of submittal. The School District will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**Addenda:** Receipt of an Addendum must be acknowledged by signing and returning the Addendum with the bid, if requested, or under separate cover prior to the due date. The Addenda containing bid pricing should be returned in a sealed envelope marked on the outside with the bidder's name, address, bid number, and due date and time.

**No Bids:** Bid form must be returned at once if bidder is unable to bid. Failure to respond will automatically delete company name from the District's vendor list.

**Bid Evaluation:** All bids are evaluated for compliance with specifications before the bid price is considered. Bidders may furnish pricing for all or any portion of the bid (unless otherwise specified). However, the School District may evaluate and award the contract for any item or group of items shown on the bid, or any combination deemed most advantageous to the MISD. Bids that specify "all or none" award may be considered if a single award is advantageous. The School District shall award the bid to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the School District. Factors that may be considered are the contents of the bid response, the implementation of the project after bid award, personnel assigned to a project, the availability of the items or time required to complete a project, and previous job performance of vendors. Failure to comply with the listed General Conditions may result in disqualification of bid.

**Bid Expenses:** Vendors submitting bids to MISD do so at their own expense. MISD will not be held responsible for any cost associated with the bid process by submitting vendors.

**Reservations:** The School District expressly reserves the right to:

1. Specify approximate quantities in the bid;
2. Extend the bid opening date and time;
3. Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the School District;
4. Waive as an informality, minor deviations from specifications, provided they do not affect competition or result in functionally unacceptable goods or services;
5. Waive any minor informality in any bid or bid procedure (A minor informality is one that does not affect the competitiveness of the bidder.);
6. Add additional terms or modify existing terms in the bid;
7. Reject a bid because of unbalanced unit bid prices;
8. Reject or cancel any or all bids;
9. Reissue a bid; and/or
10. Procure any item by other means.

**MANSFIELD INDEPENDENT SCHOOL DISTRICT  
ANNUAL CONTRACT FOR STORE AND GROCERY STORE DISCOUNTS  
BID #12-099**

**PURPOSE**

The purpose of this bid is to provide multiple vendors for Store and Grocery Store Discounts for Mansfield Independent School District for purchases made by administrators and school staff at the store location or through catalog orders. Purchases will be made on an "as-needed" basis using a district purchase order form.

**BACKGROUND INFORMATION**

State competitive bidding regulations for school districts require that in order for the Mansfield Independent School District to be able to purchase items directly from a store, the District must seek bids for pricing of items supplied. This does not necessarily mean that a store must provide a discount, but that the District must have on record a signed contract stating that the store will accept purchase orders from MISD through the length of the contract period. **MISD has budgeted approximately \$275,000.00 for the purchase of various department/specialty store items each year.** This amount is based on prior fiscal year usage. The stated dollar amounts are estimates only and may be increased or decreased based on actual usage.

**BID PROCESS**

Each bidder shall carefully examine all documents and any and all addenda or other revisions, and thoroughly familiarize with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omissions from, the bid documents, or should the bidder be in doubt as to the meaning, the bidder shall at once (in any event not later than 72 hours prior to the bid date) submit to Purchasing a written request via email to the address listed below for interpretation or correction thereof. The bidder submitting the request will be responsible for its prompt delivery.

Elaine Johnson, Buyer  
MISD Purchasing Department  
[elainejohnson@misdmail.org](mailto:elainejohnson@misdmail.org)

**BID SUBMITTALS**

The following items must be submitted with your bid:

1. Cover Sheet with authorized signatures
2. Bid Form
3. Bidder's Questionnaire
4. Reference Sheet
5. Felony Conviction Notification
6. Non-Resident Vendor Form
7. Interlocal Agreement
8. W-9 (dated 2012)
9. Catalog/Price Sheet if available
10. Debarment or Suspension Certification Form
11. Any other documents included in the bid specifications requiring completion or execution by the bidder

**All other pages in the bid document shall be retained by the bidder.**

**CONTRACT TERM AND RENEWALS**

**This bid shall be effective from March 1, 2012, through February 28, 2013.** Pricing for items shall remain in effect for the duration of the contract. The District and vendor may, upon mutual consent, extend the contract for two additional one-year periods upon written request of the vendor presented not later than forty-five (45) days prior to the expiration of the contract. The percentage of discount can be adjusted upward or downward on the anniversary of the contract date if agreeable to the District. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

## **CONTRACT**

The bid document, addenda and any negotiated documents, returned and awarded by the Mansfield ISD shall constitute the contract.

## **BID EVALUATION**

MISD reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the School District. The School District reserves the right to determine "or equal" status.

## **PRICING**

MISD is seeking for a vendor to provide benchmark/catalog/shelf pricing as described below. If there are any categories of items not eligible for the discount, these items shall be disclosed on the bid form. Below is a description of the various types of pricing:

1. **Benchmark Pricing** is a pricing system, which uses verifiable prices as a starting point for establishing the final cost of a product. A benchmark price can be established in various ways such as: a manufacturer's catalog, price sheets, company catalog, store catalog, or shelf pricing.
2. **Shelf Pricing** is when a vendor does not offer, or have access to, a catalog or price sheet. For shelf pricing a vendor may bid a discount of shelf pricing or bid shelf price with no discount. Both pricing methods are acceptable to MISD.
3. **Discount Pricing** is for a catalog/price sheet that does not include any vendor mark-ups or discounts. In this instance a percentage mark-up or discount from the catalog/price sheet is bid, and it is the customer's responsibility to calculate the price for each item purchased.
4. **Net Pricing** is a method of prices quoted including any vendor mark-ups or discounts.
  - a. For vendor mark-up pricing the vendor takes the cost and adds a percentage mark-up to formulate customer pricing.
  - b. For vendor discount pricing, the vendor takes retail, wholesale, or contractor pricing and subtracts a percentage amount to formulate customer pricing.

In either case, all mark-ups or discounts are already calculated into the catalog/price sheet, and the vendor shall use his/her catalog/price sheet using a net discount or 0% discount as the basis for the bid.

## **QUOTES**

Request for Quotes may be obtained by telephone, e-mail, or fax, as required, throughout the contract. If delivery is requested, the quotation shall include freight to the District's designated locations. Award of quotes shall be made on an item-by-item basis or by total quote, whichever is in the best interest of the District. A purchase order shall be issued to the successful vendor.

## **CONTRACTOR SELECTION**

If awarded, the contract shall be based on the School District's evaluation criteria of price, product conformity, references and compliance with the bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

## **CANCELLATION**

The School District shall not pay for services or supplies that are deemed by MISD to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The School District reserves the

right to cancel the contract upon thirty (30) days' written notice. An additional 90-day transitional period shall be added to the end of the contractual agreement. The contractual prices, terms and conditions shall remain in force during the transitional period.

**REFERENCES**

Vendors must provide at least three (3) references for whom they have performed similar services within the past twenty-four (24) months. Two (2) of the references shall be school districts serviced. The references should be of like size and nature as the MISD. The references shall include the name of the company, contact person, phone number, fax number and e-mail address, length of time work has been performed, types of tasks performed and service provided. See attached reference sheet.

**DELIVERY**

If delivery is available and requested, materials shall be shipped FOB Destination to the "Ship To" address designated on the purchase order. Title to the material shall pass to MISD upon receipt by the School District.

Delivery shall be made as soon as possible after receipt of order, or as noted on purchase order. Payment shall be made by the District after satisfactory delivery.

**QUALITY OF MATERIAL**

Any item that does not perform or meet tests as specified by the seller shall be replaced by the contractor at no cost to the District.

**QUANTITIES**

The quantities appearing in this request for bids are approximate only, and the School District reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. The successful bidder shall have no claims against the School District for anticipated profits for the quantities called for, diminished or deleted.

**INVOICING**

Invoicing shall be accomplished on a per-order basis. Invoices shall be detailed indicating date of request, order number, order description, quantity and price. Invoices MUST reference the MISD purchase order number. Invoices are to be submitted to:

Accounts Payable  
Mansfield Independent School District  
605 East Broad Street  
Mansfield, Texas 76063



**Bid Form**

**BID NO. 12-099**

**(This number must appear on ALL correspondence.)**

**THIS IS NOT AN ORDER**

DESCRIPTION		These columns to be filled in by firm quoting	
		Method of Pricing	Discount
Annual Contract for Store and Grocery Store Discounts per Mansfield Independent School District Specifications Number 12-099			
Do you accept purchase orders? Yes _____ No _____			
Benchmark/Shelf/Discount/Net Pricing (State which method of pricing is being used)		_____	_____ %

List all categories/items to which the discount **does not** apply. Attach additional sheet if necessary.

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**A copy of the current catalogs/price sheets to which any discounts apply shall be submitted with the bid. Additional copies may be requested by the District at no cost.**

*\*If more than one discount percentage applies, provide additional discount information on an additional sheet.*

*\*All quantity and prompt payment discounts shall be listed on this bid form.*

Company Name \_\_\_\_\_ Signature \_\_\_\_\_

Above Prices are F.O.B. **DELIVERED**  
(F.O.B. Delivered unless otherwise stated)

Terms \_\_\_\_\_  
(Net 30 unless otherwise stated)

Pricing **FIRM**  
(Firm unless otherwise stated)

**Mansfield Independent School District**

**Cover Sheet  
Bid #12-099**

I {We} are bidding in accordance with the general conditions and established specifications.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX ID #: \_\_\_\_\_ DUNS # \_\_\_\_\_

WEB SITE: \_\_\_\_\_

**WHAT IS THE NUMBER OF CALENDAR DAYS REQUIRED TO PLACE MATERIALS IN THE SCHOOL DISTRICT'S RECEIVING POINTS AFTER RECEIPT OF ORDER UNDER NORMAL CONDITIONS?** \_\_\_\_\_

ADDITIONAL INFORMATION: \_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

Typed

AUTHORIZED SIGNATURE: \_\_\_\_\_

Signed

DATE: \_\_\_\_\_

If unable to respond to this bid, and you wish to continue to receive invitations to bid, please return this sheet to the following address:

Mansfield Independent School District  
Purchasing Department  
1920 North Main Street  
Mansfield, Texas 76063

**BIDDER'S QUESTIONNAIRE**

Bidder's Name: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Numbers: \_\_\_\_\_

**“ORDER FROM” INFORMATION (if different from above):**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ Fax: \_\_\_\_\_

**“REMIT TO” INFORMATION (if different from above):**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ Fax: \_\_\_\_\_

**ADDRESSES OF STORE FRONT LOCATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How many years has your company been in this type of business? \_\_\_\_\_

Do you currently hold any school district contracts? Yes \_\_\_\_\_ No \_\_\_\_\_  
If so, please indicate below:

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Minimum Order Requirements: \_\_\_\_\_

Shipping Charges (if any): \_\_\_\_\_

Number of Days required to receive items after receipt of order: \_\_\_\_\_

Will all items be furnished as ordered without substitution? \_\_\_\_\_

What constitutes your normal business days and working hours? \_\_\_\_\_

The undersigned swears to the truth and accuracy of all statements and answers contained herein:

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

**REFERENCES**

**Provide references with similar scope of work per specifications.**

(References must be provided for each company involved in the completion of the work.)

**COMPANY NAME** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
TIME WORKED \_\_\_\_\_  
TYPE OF TASK PERFORMED \_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
TIME WORKED \_\_\_\_\_  
TYPE OF TASK PERFORMED \_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
TIME WORKED \_\_\_\_\_  
TYPE OF TASK PERFORMED \_\_\_\_\_  
\_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
CONTACT \_\_\_\_\_  
PHONE \_\_\_\_\_  
FAX \_\_\_\_\_  
EMAIL \_\_\_\_\_  
TIME WORKED \_\_\_\_\_  
TYPE OF TASK PERFORMED \_\_\_\_\_  
\_\_\_\_\_

**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 of the contract.

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION.  
PLEASE COMPLETE THE INFORMATION BELOW.**

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 neither 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:** \_\_\_\_\_

**Non-Resident Vendor Form**

**Mansfield Independent School District**

**Please answer the following questions and return with this bid:**

Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state.

For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

Is your principal place of business in Texas?      Yes                  No      (Circle One)

If no, in which state is your principal place of business? \_\_\_\_\_

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage?

Yes                  No                  (Circle One)

If yes, what is that dollar increment or percentage? \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY                          STATE

**DEBARMENT OR SUSPENSION CERTIFICATION FORM**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the bidder certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a bidder to provide the certification required will not necessarily result in denial of participation in this covered transaction. The bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the bidder to furnish a certification or an explanation shall bid reason for disqualification from participation in this transaction.

The bidder shall provide immediate written notice to the District if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Bidder's Name \_\_\_\_\_

Bidder's Address \_\_\_\_\_  
\_\_\_\_\_

Bidder's Telephone \_\_\_\_\_

Authorized Company Official's Name (Printed) \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Date \_\_\_\_\_

## INTERLOCAL AGREEMENT

Several governmental entities around the Mansfield Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would you, (the vendor) agree that all terms, conditions, specifications, and pricing would apply?

Yes \_\_\_\_\_ No \_\_\_\_\_

If you (the Vendor) checked yes, the following will apply.

Governmental entities utilizing Internal Governmental contracts with the Mansfield Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by a governmental entity other than Mansfield Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Mansfield Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed.

**For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address: <http://www.epcnt.com>**

**MANSFIELD INDEPENDENT SCHOOL DISTRICT  
STANDARD TERMS AND CONDITIONS**

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Mansfield ISD. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
2. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Mansfield ISD. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the School District.
3. **CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the School District shall have a financial interest, direct or indirect, in any contract with the MISD, or be financially interested, directly or indirectly, in the sale to the School District of any land, materials, supplies or services, except on behalf of the MISD or in compliance with the provisions of the Mansfield ISD Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the School District.
4. **SEVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the School District, which fiscal year ends on August 31 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
8. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear 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. District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
9. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."
10. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Mansfield ISD until the School District actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

11. **FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.
12. **RIGHT OF INSPECTION** - MISD shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
13. **RIGHT TO AUDIT** - Contractor agrees that the MISD shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the School District shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The MISD shall give Contractor reasonable advance notice of intended audits.
14. **PRODUCT GUARANTEE** - Bidder guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The bidder shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the District. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the bidder shall, upon written request from the District, promptly remove such equipment or product without any further expense to the District.
15. **PATENT RIGHTS** - The vendor agrees to protect the School District from any claim involving patent right infringement or copyrights on goods supplied.
16. **PRICE WARRANTY** - The price to be paid by the MISD shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon School District's option, MISD shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
17. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
18. **SILENCE OF SPECIFICATIONS** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
19. **INDEMNIFICATION** – Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the School District, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the School District against any and all such claims and demands.

20. **NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the School District because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
21. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it, and any and all of its subcontractors, will not unlawfully discriminate on the basis of disability in the provision of services to the general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. **Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the School District harmless against any claims or allegations asserted by third parties or subcontractors against School District arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.**
22. **DRUG POLICY** - All MISD property and facilities are a "drug-free zone." No one may use, consume, carry, transport, or exchange tobacco, cigarettes or illegal drugs while in a School District building or while on School District property. The responding company and its employees shall adhere to this policy.
23. **TERMINATION FOR DEFAULT** - MISD reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the School District reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the School District shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to the School District of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the School District for such excess. Bidders shall, for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.
24. **TERMINATION WITHOUT CAUSE** - MISD shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. MISD shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
25. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with School District or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either School District or Contractor.
26. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.