

**BOLING INDEPENDENT SCHOOL DISTRICT**  
**PURCHASING DEPARTMENT**  
301 TEXAS AVENUE/PO BOX 160  
BOLING, TX 77420

**Request for Proposal**

Boling Independent School District is required to develop and maintain a list of "Approved Vendors." In an effort to support local businesses and to promote the use of local vendors, we are seeking proposals from all local businesses so that we may add you to our approved vendor list for supplies, equipment and services.

Enclosed you will find a **Proposal Response Form** to be returned. Once returned, vendors will be added to the District's approved vendor list. This year's term will run from September 1, 2007 to August 31, 2008.

Also enclosed is a "Felony Conviction Notice." By law, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner, or operator of the business entity has been convicted of a felony.

Please return the **response form and felony conviction disclosure statement** to the address listed below.

**Boling ISD**  
**PO Box 160**  
**Boling, TX 77420**  
***Request for Proposals***

This mailing includes the following:

<b>Invitation to Submit Proposals</b>	
<b>General Terms and Conditions</b>	
<b>Special Terms and Conditions</b>	
<b>Proposal Response Form</b>	<i>*To be returned</i>
<b>Felony Conviction Notice</b>	<i>*To be returned</i>

The Boling Independent School District reserves the right to reject any and all proposals, to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

If you have any questions, please contact the Purchasing Agent, Lindsay Mahalitic at (979) 657-2770 or email at [lmahalitic@bolingisd.net](mailto:lmahalitic@bolingisd.net).

## **General Terms and Conditions**

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO REVIEW AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROPOSAL AS OUTLINED

1. Proposals shall be submitted on THE ENCLOSED PROPOSAL FORM ONLY
2. Proposals may be mailed or hand delivered.
3. Proposals should be clearly marked as directed.
4. Proposals MUST give vendor's full name and address.
5. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application therefore, the seller shall indemnify and hold harmless the District from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright trademark, or application.
6. Proposals may not be withdrawn without District approval.
7. Delivery requirements are stated in the Special Conditions.
8. If delays are foreseen, written notice shall be given to the Business Office which will take the extensions under advisement. Vendors should advise the School District of the status of orders as failure to meet delivery dates may result in removal from approved vendors list. Delivery of purchases in good condition will be the vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Vendors who fail to deliver as specified may be removed from the vendor list for one year.
9. In evaluating qualified proposals, the following considerations will be taken into account for recommendations: price, overall quality and best value to the District, suitability for the intended use, profitability of continuous availability, and vendor's service and delivery capabilities. It is not the policy of the Boling Independent School District to purchase on the basis of low proposals alone. Discount for terms on invoice will not be considered in the evaluation of the proposal. Proposals may be awarded to multiple vendors, and vendors will be added throughout the school year.
10. Payment will be made within 30 days after receipt of original invoice for each completed order (where merchandise has been received in good order). No partial order payments will be made where items are backordered. Invoices indicating discount for early payment will be paid accordingly.
11. Texas sales and use tax exemptions certificates will be furnished by the Business Office upon request.

## **Special Terms and Conditions**

1. Vendors will offer a firm discount from published catalog price or shelf price. This discount may range from 0% to 99%.
2. **ALL PRICES SHALL INCLUDE DELIVERY AND FREIGHT.** Delivery is only required for vendor's outside the Boling Independent School District area.
3. A copy of the catalog from which prices will be obtained must accompany the proposal response. This catalog must be received with the proposal. If a printed catalog is not available, vendor may provide a computer printout of prices. Catalogs are not required for vendors proposing shelf price discounts.
4. Provide Material Safety Data Sheets (MSDS) with each order when applicable.
5. Boling ISD will not be responsible for any goods delivered, or services performed without its purchase order signed by an authorized agent and/or proper authorization from the Business Office.
6. There shall be no substitutes of any item without prior approval from the Boling Independent School District.
7. Back orders shall be delivered within forty-five (45) days from receipt of the original order. In the event of an unexpected delay, Boling ISD shall be notified; thereby given the option to cancel, order from another source, or wait for delivery.
8. Invoices may reflect the item-by-item discount price or may reflect item-by-item regular price with a total discount for the invoice.
9. Should discrepancies occur concerning pricing, the item in question or the entire invoice shall be credited and the corrected invoice mailed with fifteen (15) working days.
10. Send all invoices to: Boling Independent School District, Accounts Payable, PO BOX 160, Boling, TX 77420.
11. The vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses as set forth in the vendor's or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this document.
12. Boling ISD will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time with thirty (30) days written notice and justification. In the event of any actual contract cancellation, Boling Independent School District will not be held responsible for loss of business or any termination expenses incurred by the vendor.
13. Boling ISD is an equal opportunity employer without regard to race, color, sex, age, religion, national origin, handicap, or limited English proficiency. The District encourages proposals from minority firms, women's business enterprises, and labor surplus area firms.
14. Boling ISD reserves the right to reject any and all proposals and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.

# Proposal Response Form

(To Be Returned)

1. Discount off CATALOG PRICE shall be \_\_\_\_\_ % for Supplies/Materials/Equipment for the Boling Independent School District. Prices shall include shipping and handling charges. Please list any exceptions on a separate page and attach it to this form.
2. Discount off SHELF PRICE shall be \_\_\_\_\_ % for Supplies/Materials/Equipment for the Boling Independent School District. Prices shall include shipping and handling charged. Please list any exceptions on a separate page and attach it to this form.
3. Discount off SERVICE PRICE shall be \_\_\_\_\_ % for Supplies/Materials/Equipment for the Boling Independent School District. Prices shall include shipping and handling charged. Please list any exceptions on a separate page and attach it to this form.
4. I have read and understand the General Terms and Special Terms and Conditions as set forth in this document.

**Name of Vendor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Business Phone:** \_\_\_\_\_

**Business Fax:** \_\_\_\_\_

**Discounts will start once completed and returned and will end August 31, 2008.**

**PLEASE CHECK THE APPROPRIATE BOX (ES) THAT PERTAIN TO YOUR COMPANY:**

**INSTRUCTIONAL – GENERAL SUPPLIES**

Duplicating Paper  
General Office Supplies  
Industrial Gases  
Instructional Teaching/ Aids/Supplies  
Nursing Supplies  
Supplies for All Course Offerings

**MAINTENANCE-SUPPLIES & EQUIPMENT**

Supplies & Equipment for Building Maint.  
Supplies & Equipment for Ground Maint.  
Supplies & Equipment – Other Maint.

**INSTRUCTIONAL – GENERAL EQUIPMENT**

Audio Visual Equipment  
Band Instruments  
Computer Furniture & Equipment  
Copy Machines  
Food Services Equipment  
Instructional Furniture & Equipment  
Library Furniture & Equipment

**TRANSPORTATION – SUPPLIES & EQUIPMENT**

Fuel (Diesel & Gasoline)  
Tires  
Mechanics' Supplies & Equipment  
All Other Vehicle Supplies & Equipment

**SERVICES**

Printing  
Vehicle/Bus Repairs  
Equipment Repairs

## Felony Conviction Notice

Senate Bill 1 passed by the State of Texas Legislators, 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 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 determined 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.**

I, the undersigned agent for the firm 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 not 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):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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