

DENISON INDEPENDENT SCHOOL DISTRICT
1201 SOUTH RUSK AVENUE
DENISON, TX. 75020-6340
(903)462-7037

NOTICE TO PROPOSERS

The Denison Independent School District (DISD) is soliciting proposals for **Upgrades for Electronic HVAC Controls**. Proposals shall be submitted in an envelope marked on the outside with the vendor's name, address, and proposal number (**RFP 78111, HVAC UPGRADE**) to:

Director of Business
Denison ISD
1201 S. Rusk Avenue
Denison, TX. 75020

Proposals will be received at the above address until **2:00 PM May 12, 2008**. Contact Jeff Barnett at (903)462-7066 for any additional information or to obtain a bid packet.

Randy Reid
Director of Business

April 18, 2008
Date

Publish: April 21, 2008 and April 28, 2008

INSTRUCTIONS TO VENDORS

1. Vendors should propose their best and lowest price. Proposals must be submitted in an envelope marked on the outside with the vendor's name, address and RFP name or number.
2. Vendors must complete and return the following:
 - a. Offer Form
 - b. Price Offer Form
 - c. Felony Conviction Notice Form
 - d. Conflict of Interest Questionnaire
 - e. Proposal or Bid Bond
 - f. Certificate of Insurance
3. Vendors are expected to examine the specifications, standard provisions and all instructions. Failure to do so will be at the vendor's risk.
4. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.
5. Failure to manually sign offer will automatically disqualified the offer.
6. No fax or telegram offers will be accepted.
7. Questions concerning this offer should be directed to Jeff Barnett, Director of Facilities & Transportation, 3906 S. State Hwy 91, Denison, TX. 75020-6340. Telephone - (903)462-7066.

GENERAL TERMS AND CONDITIONS

1. The purpose of this bid is to enter into a contract for Upgrades for Electronic HVAC Controls.
2. Specifications can be obtained at the Facilities & Transportation offices located at 3906 S. State Hwy 91, Denison, TX. 75020-6340.
3. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) and/or services specified in the solicitation.
4. Denison ISD reserves the following rights:
 - a. To reject or cancel any or all proposal.
 - b. Waive any defect, irregularity or informality in any proposal or RFP procedure.
 - c. Waive as informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired.
 - d. Reissue a RFP.
 - e. Consider and accept an alternate proposal as provided herein when most advantageous to Denison ISD.
 - f. Cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
 - g. Procure any items or services by other means to meet time-sensitive or emergency requirements or situations.
5. Acceptance of a vendor's offer for the Upgrades for Electronic HVAC Controls will identify the vendor as an approved vendor with Denison ISD. Notification of award will be by a letter of acceptance.
6. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control.
7. The title and risk of loss of the goods shall not pass to Denison ISD until it actually receives and takes possession of the goods at the point(s) of delivery.
8. Denison ISD may terminate a purchase order or remove a vendor as a approved vendor in case of default of the vendor.

9. The prices to be paid shall be that contained in vendor's proposal which vendor warrants to be no higher than vendor's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event vendor breaches this warranty, others shall reduce the prices of the items to the vendors current prices on orders, or in the alternative, Denison ISD may cancel this RFP without liability to vendor for breach.
10. Vendor shall not limit or exclude any implied warranties, and any attempt to do so shall render this RFP void, at the option of Denison ISD. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal documents, and to the sample(s) furnished by vendor, if any. In the event of conflict between the specifications, drawings, and description, the specifications will govern.
11. Denison ISD may terminate for default all or any part of this contract if vendor breaches any of the terms hereof or if the vendor becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Denison ISD may have in law or equity, specifically including, but not limited to, the right to collect fro damages or demand specific performance. Denison ISD may terminate the contract and debar the vendor for future "bidding" for violations of the federal requirements including, but not limited, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".
12. Per State of Texas Senate Bill 1, Sec. 44.034, 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 Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.
13. Denison ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.
14. Any deviations from the specifications on proposed items must be explained, in detail, and submitted with the proposal. Deviations must show which item and a full explanation of the deviation
15. A Proposal or Bid Bond and a Certificate of Insurance should accompany proposal. Vendor awarded the proposal will be required to add Denison ISD as additional insured on policy.
16. The apparent successful Bidder shall, within ten (10) days after receipt of notice of intent to award, submit the required Performance Bond and Payment Bond

17. The Contractor and the Contractor's surety if any, shall be liable for and shall pay Denison ISD the sum herein after stipulated as Liquidated Damages of five hundred dollars (\$500.00) or from the compensation otherwise to be paid, Denison ISD may retain the sum of five hundred dollars (500.00) for each calendar day pass the said completion date until the work is complete. Each campus will considered separately when calculating the Liquidated Damages. This will include work that remains incomplete and unacceptable.

18. The completion date will be August 8, 2008

**OFFER FORM
RFP 78111
HAVC UPGRADE**

TO: Denison ISD

I, or we, the duly authorized undersigned, having carefully read the Notice to Bidders, Instructions to Vendors, General Terms and Conditions, Contract Specifications, Offer Form, Price Offer Form and Felony Conviction Notification Form, do hereby agree to enter into a contract with Denison ISD by tendering this offer to perform the work required and/or provide the product(s) specified in this solicitation. I, or we, will deliver the product(s) per specifications found in the RFP document for the prices indicated.

I, or we, also certify to the accuracy of the certifications required (including, but not limited to, Felony Conviction Notice) which accompany this offer.

The prices in this offer have been determined independently, without consultation, communication, or agreement for the purpose of restriction competition, as to any matter related to such prices, with any other vendor or with any competitor. I, or we, are authorized to submit this offer and have not been a party to any collusion among offer/vendors in restraint of freedom of competition by agreement to offer at a fixed price or to refrain from offering: or with any Denison ISD employee, Board Trustee, or consultant as to quantity, quality, or price in the prospective contract, or in any terms of the prospective contract except in any authorized discussion(s) with Denison ISD personnel or in any discussions or actions between offer/vendors and any Denison ISD employee, Board Trustee, or consultant concerning exchange of money or other things of value for special consideration in the award of the contract.

Vendor Name: _____

Vendor Address: _____

Telephone: _____

Fax: _____

Signature: _____

Printed Name and Title: _____

Date: _____

**PRICE OFFER FORM
RFP 78111
HVAC UPGRADE**

Company Name: _____

Proposal Amount: \$ _____

Signed

Date

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill 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

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’ Name: _____

Authorized Company Official’s Name (Printed): _____

Pleas Check the Appropriate Statement:

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

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

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

Name of felony(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____