

**Mart Independent School District  
P.O. Box 120, 700 Navarro, Mart, Texas 76664**

**(254) 876-2523**

**INVITATION TO BID**

April 14, 2008

Bid No. 2008-13

Dear Prospective Bidder:

Competitive sealed bids will be received in the office of the Business Manager, Mart Independent School District, 700 Navarro, Mart, Texas 76664 until 2:00 p.m., May 19, 2008, for carpet cleaning.

Bids must be submitted on the bid forms provided and must be received no later than the bid opening date and time specified above. Any Bid received later than the specified time, whether delivered in person or mailed, shall not be considered.

**Mail Bids To:** Business Manager  
Mart ISD  
P.O. Box 120  
Mart, Texas 76664

**Or Deliver to:** Business Manager  
Mart ISD  
700 Navarro  
Mart, Texas 76664

**Bid envelopes must be plainly marked on the outside as follows:**

SEALED BID – DO NOT OPEN  
BID: Carpet Cleaning  
BID NO: 2008-13  
BID DUE DATE: 2:00 p.m., May 19, 2008

Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. Bidders are invited to be present at the Bid opening.

It is the intent of the District to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents. However, the District shall have the right to accept or reject any or all Bids, or any part thereof; to waive any technicalities in the interest of the District.

The District reserves the right to reject any/or all bids which comply with these specifications, or to accept a higher Bid which complies, provided that, in the judgment of the District, the item offered under the higher Bid has additional value or function which justifies the difference in price.

Sincerely,

Rena Graves  
Business Manager

**Mart Independent School District**

**P.O. Box 120, 700 Navarro, Mart, Texas 76664**

**(254) 876-2523**

**SPECIFIC CONDITIONS**

**Bid No. 2008-13**

Mart Independent School District seeks competitive sealed bids to clean carpets in all buildings. All bids are due May 19, 2008 by 2:00 p.m., and will be awarded at the board meeting on May 21, 2008, by the Mart ISD Board of Trustees.

We want to see how much it would cost to contract with an outside agency to clean the carpets in all building. We are wanted to start work on this project in June if at all possible and would like the work completed before August 1, 2008.

To set up an appointment to see the buildings please call Darrell Wolf at 254-876-2523. We will take a message and have him return your call.

**Bid Evaluation**

Bids will be evaluated using the following criteria:

- Pricing of product
- Overall quality of product offered
- Compliance with specifications
- Vendor service and delivery capabilities

**Requirements**

**Price:** Price will be considered firm for sixty (60) days from date of bid opening. Price will be FOB destination to MISD location. Pricing will be inclusive of all costs for materials, shipping, handling, and all other related costs.

**Purchase Orders:** An authorized purchase order will be issued by the Business Manager upon the award of the bid.

**Invoicing:** Invoicing is to be completed at time of shipment. No backorders will be accepted. Invoice must include purchase order to be valid.

**Award of Bid:** Bid may be awarded on a multiple basis to more than one vendor on selected items. Accepted bids must be of the brand specified or a product of equal or better value.

**BID ACKNOWLEDGEMENT FORM**

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, 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.

BID NUMBER 2008-13

Vendor \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Bidder Signature \_\_\_\_\_

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

Position with Company \_\_\_\_\_

Signature of Company Official Authorizing this bid \_\_\_\_\_

Printed Name \_\_\_\_\_

Official Position \_\_\_\_\_

Procedure for Contested Recommendation of Bid Award

Anyone wishing to contest a recommendation for award of Bid(s) and/or the present additional information relevant to the Bid, will be required to complete a special form stating the reason(s) for information relevant to the Bid award. The completed form shall be filed with the Business Manager no less than forty-eight (48) hours prior to the meeting of the Board of Trustees.

The vendor may not inject new information other than that presented on this form.

Contested Recommendation of Bid Award

Bid On: \_\_\_\_\_

Date of Bid: \_\_\_\_\_

Vendor/Company: \_\_\_\_\_

Represented by: \_\_\_\_\_

Reason(s):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

Additional information relevant to Bid award: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form must be completed (filled in) and returned to the Business Manager no less than forty-eight (48) hours prior to the meeting of the Board of Trustees. This form will be reproduced and distributed to the Board of Trustees.

## Statement of Non-Collusion and Non-Discrimination

My signature certifies that the accompanying proposal:

1. Is not the result of, or affected by an unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under current local, state, and/or federal ordinances, statues, regulations and/or policies. Furthermore, I understand that fraud and unlawful collusion are crimes under Federal Law, and can result in fine, prison sentences, and civil damage awards.
2. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Sell agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. The Sell, in all solicitations or advertisements for employees place by or on behalf of the Seller, will state that such Seller is an equal opportunity employer.
4. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
5. The Seller shall include the provisions of the foregoing paragraphs 2, 3, and 4 in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

I hereby certify that I am authorized to sign as a Representative for the Seller:

Name of Seller: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City/State: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

### Resident Certification

In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for the Construction, Supplies, Services, Bids by Non-Resident

1. "Governmental agency of the state" means: (A) and incorporated city or town, a county, a public school district, a special-purpose district or authority or a district, county, or justice of the peace courts;
2. "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has it principal place of business in this state;
3. "Texas residential bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state;
4. The state or governmental agency of the state may not award a contract for general constructions, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to under bid a nonresident bidder to obtain a comparable contract in the state which the nonresident's principal place of business is located.

I certify that as defined in Article 601g. that:

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

\_\_\_\_ Yes, I am a Texas Resident Bidder      \_\_\_\_\_ No, I am a \_\_\_\_\_ Resident Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**This form must be completed and returned with the bid proposal.**

## **Certification of Felony Conviction Notification**

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."

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 performs before the termination of the contract."

This notice is Not required or a Public-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 below is true to the best of my knowledge.

Vendor's Name: \_\_\_\_\_

Authorized Company Official's Name (printed): \_\_\_\_\_

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

(Check on of the following most applicable)

\_\_\_\_\_ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

\_\_\_\_\_ My firm is not owned or operated by anyone who has been convicted of a felony.

\_\_\_\_\_ My firm is owned or operated by the following individuals(s) who has/have been convicted of a felony:

Name of Individual(s) convicted of a felony:

\_\_\_\_\_

Details of Convictions(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form must be completed and returned with bid proposal.

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1. **BID SUBMISSION:** Bid must be submitted on the Bid forms provided and must be received no later than the bid opening date and time specified in Advertisement or Invitation to Bid. All bids received after closing time, whether delivered in person or mailed, will not be considered. **FAXED BIDS WILL NOT BE ACCEPTED.**

The owner will not consider any bid proposal not prepared and submitted in accordance with the provisions herein.

2. **WITHDRAWAL OF BIDS:** Any bid may be withdrawn prior to the time of the opening of bids or authorized postponement thereof, but may not then be resubmitted. No bidder may withdraw a bid or modify a bid after the time and date specified.

3. **QUALIFICATION OF BIDDERS:** The owner will make such investigations, as he deems necessary to determine the ability of the bidder to fulfill the terms of the contract, and the bidder shall furnish to the owner all such information and date for this purpose as the owner may request. **CONDITIONAL BIDS WILL NOT BE ACCEPTED.**

4. **EXAMINATION OF CONTRACT DOCUMENTS:** Before submitting a proposal, all bidders shall examine the complete contract documents, including Bid Notice, Instruction to Bidders, General Conditions, Contract specifications and Bid Form, all of which are part of the bid documents.

5. **ADDENDA:** Answers to all questions, inquiries, and request for additional information will be issued only to those obtaining documents. Also, prospective bidders may, during the bidding period, be advised by addenda of additions, deletions from, or changes in the requirements of the contract documents. The District will not be responsible for the authenticity of correctness of oral interpretations of the contract documents or for information obtained in any other manner than through the media of addenda. Receipt of each addendum shall be considered a part of the contract documents. Failure to acknowledge receipt of addenda issued may invalidate a proposal as incomplete.

Any questions concerning this proposal should be faxed to the purchasing department no later than 5 days prior to the opening of the proposal. This is to allow MISD sufficient time to respond to inquiries and provide information to all interested bidders by Addenda. **All interested bidders should fax their fax number to the purchasing department, (254) 876-3028.**

**6. TAXATION: The Mart Independent School District is exempt under the Sales Tax and Use Tax Laws, and the bidder shall not include such taxes.**

7. **RESERVATIONS AND ANNULMENTS:** The Districts reserves the right to accept or reject-any/or all bids and to waive any and/or all technicalities in the interest of the District. The District reserves the right to increase or decrease the given quantity. In the event quantities are increased or decreased, the amount added or deducted shall be based upon unit price quoted. The District reserves the right to purchase in total from one vendor or divide the purchase by selection of various items from multiple vendors.

8. **ESTIMATED USAGE FIGURES APPEARING ON BID SPECIFICATONS:** The estimated usage figures, which appear on the bid specifications, are only estimated for the school term. Those estimates shall in no way obligate the District to purchase those quantities.

9. **DELIVERY: All bid items** are to be delivered to the MART ISD, 700 Navarro, Mart, Texas, 76664. Unless otherwise specified in the bid proposal, special instructions to bidders or the purchase order sent to the Seller by the Buyer pursuant to which the goods are delivered. Purchase Number should be noted on the carton.

10. **ALL-OR-NONE COMBINATION PRICES:** Some items may be combined at the District's discretion, for the purpose of awarding bids. In these cases, we request totals for the items combined. The District will not accept or consider "all-or-none: combination, which are not specifically solicited.

11. **PRICE:** All prices are to be lowest and best price. The unit price for each item offered is to include shipping/freight costs and all discounts applicable. Cash discounts offered will not be considered in determining the award but will be taken if earned.

All bid prices must be quoted Mart Independent School District, Mart, Texas 76664 unless otherwise specified.

Seller agrees to furnish item bid as listed. In accordance with the attached specifications at the prices shown on bid proposal sheet. **IN CASE OF DISCREPANCY BETWEEN UNIT PRICE AND EXTENDED PRICE, UNIT PRICES WILL GOVERN.** If erasures or other changes appear on bid proposal sheet, the person signing the bid must initial each erasure or change.

12. **EEO CLAUSE:** Contracts over \$10,000 shall be in compliance with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41CFR Part 60).

13. **BID ERRORS:** All bids shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to correction or amended for errors or miscalculations by the bidder after bid opening date.

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14. **QUALIFYING BIDS:** Any special conditions or qualification concerning price, delivery, etc., of items bid must be noted on the bid form by the bidder. If a minimum shipment is required on any item, please state on bid.

15. **SAMPLES, CATALOGS, and CATALOG CUTS:** Whenever asked for, each bidder shall submit a sample, properly tagged, before the time of bid opening. The tag on the sample shall indicate the item number, the name of the company submitting the sample, and the bid number. Samples for evaluation purposes must be provided at no cost or obligation to the District. Samples, if not destroyed in examination, will be returned to the bidder on request, at his expense. Samples requested are to be delivered to Coordinator of Purchasing, Administration Building, 700 Navarro, Mart, Texas, 254/876-2524. Do not enclose in or attach bid to sample.

16. **COMPLIANCE WITH SPECIFICATIONS AND RIGHT OF SELECTION:** The bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission.

The District reserves the right to reject any and/or all bids which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgment of the District, the item offered under the higher bids has additional value or function which justifies the difference in price.

17. **DEVIATION FROM SPECIFICATIONS:** All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the District to the specifications as written. Any deviations from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered.

18. **"OR EQUAL" INTERPRETATION CLAUSE:** Any time a particular manufacturer's name or brand may be specified, it shall mean any product of equal quality. Bids shall be considered on all other brands submitted and on the equal quality product of other manufacturers. On all such bids, the bidder shall indicate clearly the product, which he is bidding, and shall supply sufficient data on his one letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Catalog cuts or brochures and descriptive data shall be attached to the original copy of the bid, where applicable. Whenever the specifications indicate a product of a particular manufacturer, model, or brand, and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model or manufacturer specified, together with all accessories, qualities, etc., enumerated in detail specifications.

19. **WARRANTIES:** Unless otherwise specified, bid proposal should include one (1) year warranty for equipment. Warranties to include all parts and labor necessary for equipment to be operational. The District reserves the right to request replacement at no cost to the District of equipment due to excessive breakdowns or poor mechanical operation. Replacement equipment shall be new and meet or exceed specifications of equipment replaced.

20. **CANCELLATION/OPEN MARKET PURCHASE:** The Mart Independent School District reserves the right to cancel the entire contract immediately and/or buy in the open market at the current price and charge the contractor the difference between the price so paid and the bid price in the event any item is not delivered according to specification and/or awarded bid price, brands of merchandise other than brands named on the bid are delivered without prior approval of the Coordinator of Purchasing or orders are not delivered within the specified period of time.

21. **AWARD OF CONTRACT:** Successful vendor will be notified by bid award letter constituting acceptance of bid offer or purchase order signed by authorized school official.

The District may consider the following in determining to whom to award a contract:

- \* the purchase price
- \* the reputation of the vendor and of the vendor's goods or services
- \* the quality of the vendor's goods or services
- \* the extent to which the goods or services meet the district's needs
- \* the vendor's past relationship with the district
- \* the impact of the ability of the district to comply with laws and rules relating to historically underutilized businesses
- \* the long-term cost to the district to acquire the vendor's goods or services, and
- \* any other relevant factor that a private business entity would consider in selecting a vendor.

Acceptable factors for determination of best value may include experience; skill; ability; business judgment; financial stability; integrity; honesty; possession of the necessary facilities; equipment and/or bonding; previous performance; reputation; promptness; and estimated time of completion.

22. **DELAYS AND DEFAULT:** In case of default of three (3) delivery orders during the term of the contract, the District reserves the right to terminate the contract, to purchase equal in the open market, suspend future business with the vendor and take any remedy as set forth in this solicitation/contract or any other remedy at law or in equity to MISD.

23. **TERMINATION OF CONTRACT:** In the event of vendor insolvency, unsatisfactory service, bankruptcy or consolidation with another company, the Mart Independent School District will rule on the termination of the contract in compliance with Federal and State laws. Failure to adhere to specifications or provide timely delivery will result in the removal of bidder from the list of qualified bidders.

24. **SPECIAL NOTATION REGARDING ART MATERIALS:** Under the federal hazardous Substance Act, hazardous materials are required to have labels warning of their hazard. This cautionary labeling would indicate a signal word such as DANGER, WARNING, OR CAUTION; a statement of the hazards; a listing of the hazardous ingredients; directions on how to use and store the product safely, first-aid instructions if appropriate; and the statement "keep out of the reach of children" or use only under adult supervision.

In Addition, all are materials, whether or not they are hazardous, must indicate that they conform to the labeling standards, ASTM D-4235. RefM5/27/94DM

25. **SIGNATURE ON BIDS:** Bid to be valid, must be manually signed in ink by authorized person in space provided. By such signature, bidder agrees to strictly abide by the terms, conditions, and specifications embodied in this Invitation to Bid.

26. **QUANTITIES:** The quantities shown on the bid form are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any increased quantities will be paid for at the quoted bid price. It is further understood that the supplier shall not have any claim against the District for quantities less than the estimated amount.

27. **AWARD OF BIDS:** All bid purchase orders involving more than \$25,000 {CH(LOCAL)}.

28. The contractor shall defend, indemnify, and hold harmless the Mart Independent School District, all of its officers, agents, and employees from and against all claims, actions suits, demands, proceedings cost, damages, and liabilities arising out of, connected with, or resulting from any acts of omissions of contractor or any agent, employee, or supplier of contractor in the execution of or performance of the contract.

29. **CRIMINAL HISTROY RECORDS:** In accordance to Education Code §22.083. Access to Criminal History Records by Local Authorities, (a) the District may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to a person (b) (2) an employee of or applicant for employment by a person that contracts with the district.... If (B) the duties are or will be performed on school property or at another location where students are regularly present.

**30. COMPLETE AND RETURN THE FOLLOWING FORMS:**

- \* Statement of Non-Collusion
- \* Felony Conviction Notice in Accordance to Senate Bill 1
- \* Signed Proposal Form