



Request for Proposals

Santa Maria ISD is currently accepting RFP's for the following items:

RFP S4-2024-2025 HVAC IMPROVEMENTS Middle School / Due Date -June 13, 2025 @ 2:00 PM

The specifications may be picked up at the district or downloaded from the school district website at <https://www.smisd.net/departments> > business-finance > Purchasing > Bids & Proposals

For additional information, please contact Salvador Acosta | Director of Operations via email @ sacosta@smisd.net or call 956-565-6308.

Santa Maria I.S.D. reserves the right to waive any informalities and to reject any or all proposals.



SANTA MARIA INDEPENDENT SCHOOL DISTRICT
P O Box 448 /11119 Military Rd
Santa Maria, Texas 78592
956-565-6308

RFP- REQUEST FOR PROPOSAL

RFP- S4-2024-2025 -HVAC
IMPROVEMENTS-Middle School

Due Date: June 13, 2025@2:00 pm

SCOPE OF WORK/SPECIFICATIONS

#	Description	Qty	Unit Price	Total
1	5 Ton 15 Seer Carrier Air Handler and Condenser w/15 KW Heater	9		
2	4 Ton 15 Seer Carrier Air Handler and Condenser w/10 KW Heater	5		
3	3 Ton 15 Seer Carrier Air Handler & Condenser w/10 KW Heater	1		
4	15 Drain Pan w/SSR & SS3 Float Switch	15		
5	Thermostat	15		
6	PVC Kit	15		
7	Disconnect Box w/Whip(if required)	15		
8	Warranty Parts_____			
9	Warranty Labor_____			
10	Warranty Compressor_____			
11	Timeline for Completion _____			
12	Total			

Note: Refrigerant 454-B and all essential component parts required & 7 heaters may be reusable Equivalent Items Acceptable

STANDARD TERMS AND CONDITIONS OF BIDS OR PROPOSALS:

1. **INSTRUCTIONS:** These instructions apply to all quotations and becomes part of the terms and conditions of any proposal submitted, unless, vendor takes exceptions in writing when submitting quotations.
2. **FORMS:** Quotations must be submitted on the form provided only.
3. **PROPOSAL RETURN:** The original proposal form must be in an envelope clearly marked on the outside front with "Proposal S-4-2024-2025 HVAC Improvements Middle School" addressed to Salvador Acosta, Director of Operations Santa Maria I.S.D., P.O. Box 448, Santa Maria, Texas 78592.
4. **LATE PROPOSALS:** Proposals must be in the office prior to the closing date and time. **NO LATE PROPOSALS WILL BE ACCEPTED** for any reason.
5. **ACCEPTANCE:** The right is reserved to accept or reject any or all proposals and to waive any technicalities and accept the offer considered most advantageous to the Santa Maria I.S.D.
6. **ERRORS/QUANTITY:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the vendor's own risk and vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of the vendor. Vendors must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price shall govern.
7. **FOB/DAMAGE:** Quotations shall be proposed F.O.B. destination; Santa Maria I.S.D., Shipping & Receiving Center, Santa Maria, Texas 78592 and shall include delivery and packaging costs. The Santa Maria I.S.D. assumes no liability for goods delivered in damaged or unacceptable condition. The successful vendor shall handle all claims with carriers and in case of damaged goods, shall ship replacement goods immediately upon notification by the Santa Maria I.S.D.
8. **FIRM PRICES:** Proposal prices must be a minimum of 90 days from the date of proposal closing. In case of annual contract request for quotations, the prices must remain firm for the period as specified on the proposal. "Discount from List" proposals are not acceptable unless specifically requested.
9. **AUTHORIZED SIGNATURE:** Proposals **MUST** show full firm name and address of vendor, and be manually signed. Failure to do so will disqualify proposal. Persons signing proposal must show title or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.**
10. **WITHDRAWAL/ALTERATION OF PROPOSALS:** Proposals **CANNOT** be altered or amended after proposal closing. Alterations made before proposal closing must be initiated by vendor guaranteeing authenticity. No proposal may be withdrawn after closing without acceptable reason in writing and with the approval of the responsible Administrator.
11. **PURCHASE ORDERS AND INVOICING:** Purchase Orders will be assigned to the successful vendor on an order by order basis. All invoices for that order shall bear the assigned P.O. Number. Invoices with incorrect or missing purchase order number will be returned to the vendor for posting of the correct P.O. number before payment is made. Invoices must be submitted for payment by the successful vendor to the Santa Maria I.S.D., P.O. Box 448, Santa Maria, Texas, 78592. Attn: Accounts Payable Department.
12. **CASH DISCOUNTS:** Normal payment terms are net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the school for early payment should be noted. Discounts may be considered in determining low proposals.
13. **TAXES:** The Santa Maria I.S.D. is exempt from State Sales Taxes. **TAX MUST NOT BE INCLUDED IN PROPOSAL.** Tax exemption certificates will be executed by the Santa Maria I.S.D. and furnished upon request.
14. **INSURANCE:** If insurance and/or workman's compensation is required by the School for said proposal item(s), proof of insurance and/or workman's compensation should be submitted to the Risk Management Department or Office prior to commencement of the project/service. The Santa Maria I.S.D. reserves the right to review all insurance policies pertaining to proposal item(s) to guarantee that the proper coverage is obtained by the vendor.
15. **SPECIFICATIONS/REQUIREMENTS:** Any catalog, brand name or manufacturer's reference in the specifications is **DESCRIPTIVE, NOT RESTRICTIVE, AND ARE USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED.** Proposal on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference on specifications, proposal must show manufacturer's brand, trade name, catalog or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brands of items

are offered specifications, illustrations and complete descriptive literature must be submitted with proposal unless previously filed with the Purchasing Agent.

16. **WARRANTY/MAINTENANCE AGREEMENT:** Any information regarding Warranties and/or maintenance agreements pertaining to said proposal item(s) are to be included in the proposal.
17. **DELIVERY PROMISE/PENALTIES:** Quotations MUST show the number of Calendar days required to place the materials in the possession of the Santa Maria I.S.D. DO NOT quotes shipping dates. Failure to specify the delivery date will Obligate vendor to complete delivery in two (2) weeks from the date the proposal is awarded. Unrealistically short or undue long delivery promises may cause the proposal to be disregarded. Consistent failure of a vendor to meet this delivery promises without a valid reason may cause removal from the proposal list. When delivery can be foreseen, the vendor shall give prior notice to the Administrator, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The vendor must keep the Administrator Chief Financial Officer informed at all times on the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Administrator or Chief Financial Officer to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. Every effort will be made by purchasing to locate the goods at the same or better price as that originally contracted.
18. **PACKAGING:** Unless otherwise indicated, items will be new, unused and in First Class condition in containers suitable for damage-free shipment and storage.
19. **DELIVERY TIME:** Deliveries will be accepted only during normal working hours, 7:30 am to 5:30 pm, Monday through Thursday at the designated facility.
20. **TIE PROPOSALS:** Consistent and continued tie proposing on any commodity could cause for rejection of all proposals by the Chief Financial Officer or Administrator and/or investigation by the Attorney-General to determine possible Anti-Trust violation.
21. **PATENT RIGHTS:** The vendor agrees to protect the school from any claim Involving patent right infringement of copyrights on goods supplied.
22. **NO PROPOSAL:** Quotations forms must be returned at once if vendor is unable to propose.
23. **PROPOSALS EVALUATION:** All proposals are evaluated for compliance with specifications before the proposal price is considered. Response to specifications is primary in determining the best responsible proposal

REFERENCES:

School

Contact Person

Phone No.

_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF NON-COLLUSION

My signature also certifies that the accompanying proposal is not the result of, or affected by any 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 Texas codes. Furthermore, I understand that fraud and unlawful collusion are crimes under the Statute Law, and can result in fines, prison sentences, and civil damage awards.

COMPANY SUBMITTING PROPOSAL: _____

ADDRESS: _____

PERSON RESPONSIBLE FOR PROPOSAL: _____

(NAME: PRINT OR TYPE)

(TITLE)

(SIGNATURE)

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

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 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):

Signature of Company Official:

BID FORM

COMPANY NAME: _____

ADDRESS: _____

PHONE & EMAIL _____

REPRESENTATIVE CONTACT NAME: _____

The undersigned affirms that they are duly authorized to execute this contract, that the company, corporation, firm, partnership or individual has not prepared this proposal in collision with any other Vendor, and that the contents of this proposal as to prices, terms and conditions of said proposal 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 proposal.

Vendor: _____

Address: _____

Phone Number _____

Fax Number: _____

Vendor (Print Name): _____

Official Authorizing this Proposal: _____

Position with Company: _____

Date: _____

This sheet needs to be included in the proposal package in order for your proposal to be Considered.