

One Challenge,  
One Community,  
One Commitment



July 17, 2009

The Valley View Independent School District is accepting proposals for:

**PIZZA PRODUCTS**  
**(Proposal # 07-003-09)**

Proposals are to be mailed or hand delivered to the attention of Juan Nuñez, Senior Accountant, Valley View Independent School District, 9701 S. Jackson Road, Pharr, Texas 78577. Please mark your envelope plainly: "**Proposal for Pizza Products (Proposal # 07-002-09), due date: Monday, August 10, 2009 at 10:00 a.m.**" Responses sent by overnight mail should have the proposal # written on the delivery ticket.

Proposals will be accepted until Monday, August 10, 2009 at 10:00 a.m., at which time they will be opened. Proposals will be opened but not read publicly, at the District Business Office. Any proposals received late will be returned unopened. Valley View ISD is not responsible for proposals misplaced or mailed incorrectly.

The awarding of the proposal will take place at a public school board meeting. The Board of Education reserves the right to accept, reject any and/or all proposals, waive minor technicalities, or to award the proposal to the most responsible offeror, which best serves the interest of, and provides the best value to, the District.

We look forward to hearing from you.

Sincerely,

**- Original Signed -**

Juan Nuñez  
Senior Accountant

Enclosures

Norberto Mendiola, Finance Director

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)  
PROPOSAL PACKAGE CHECKLIST REMINDER**

IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED IN THE PROPOSAL PROCESS, THE FOLLOWING ITEMS ARE REQUIRED TO BE INCLUDED IN THE PROPOSAL PACKAGE:

<u>DESCRIPTION OF ITEM</u>	<u>YES</u>	<u>NO</u>	<u>N/A</u>
1. FELONY CONVICTION NOTIFICATION (One (1) of the appropriate sections – A, B or C must be check off).	_____	_____	_____
2. PROPOSAL SPECIFICATION REQUIREMENT FORM (Fill in ALL blank lines as needed).	_____	_____	_____
3. PROPOSAL FORMS pertaining to this bid should have ALL lines filled in as needed.	_____	_____	_____
4. NON-COLLUSION STATEMENT & SIGNATURE SHEET (Fill in blank lines on form completely and sign form Page 10)	_____	_____	_____
5. PLEASE SUBMIT THE WHOLE PACKAGE EVEN IF NOT SUBMITTING A PROPOSAL ON ALL ITEMS.	_____	_____	_____

**\*\* (FAILURE TO MANUALLY SIGN THE PROPOSAL WILL DISQUALIFY IT.) \*\***

**THIS SHEET DOES NOT HAVE TO RETURNED WITH THIS PROPOSAL.  
IT SERVES AS A CHECKLIST FOR YOU.**

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**  
**PIZZA PRODUCTS (Proposal #07-003-09)**  
**STANDARD TERMS AND CONDITIONS**  
**NOTICE TO OFFERORS**

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND  
CONDITIONS OF THIS PROPOSAL UNLESS SUPERSEDED BY ANY ATTACHED  
TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS  
IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL  
**ANY EXCEPTIONS MUST BE IN WRITING.**

1. Proposals should be submitted on this form and continued on any attached list(s) of items offered. Each proposal shall be placed in a separate envelop, sealed and properly identified with the proposal title, proposal number and date to be opened. **Responses sent by overnight mail should be include proposal # written on delivery ticket.**
2. Proposals must be received in the Business Department office before the hour and date specified. Late proposals will not be considered under any circumstances.
3. Proposals must be one (1) original copy and have original signatures. Faxed responses will not be considered.
4. Proposal prices should be **F.O.B. PHARR, TEXAS**, Freight Prepaid (inside delivery).
5. Deliveries under the terms of the request for sealed proposals will be in accordance with the dates indicated therein. Whenever no date is indicated, the vendor will enter the earliest date which can be assured. If delays are foreseen, written notice shall be given to the District. Extensions to complete orders will be considered as failure to meet delivery dates, and may result in removal of the vendor from the approved vendors list. All goods are subject to inspection and return at the expenses of the vendor if found to be inferior to those specified.
6. Delivery shall be made during normal working hours unless prior approval has been obtained from the district.
7. Installation: (If included in specifications) The successful proposer shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assemble and adjustment by a trained installation mechanic and removal of all debris. Equipment is to be complete including operating/owners manuals, wiring, and piping, and made ready for electrical and/or fluid services connection by the School District. After connections, make the machine ready, start up, analyze and correct any malfunctions of the equipment. Provide all materials equipment and labor to place machinery in top operating conditions or to fully assemble furniture.

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's terms and conditions\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)  
STANDARD TERMS & CONDITIONS (CONT.)**

8. Offer unit price on quantity, if specified, extend and show total, if applicable. In case of error in extension, unit price shall govern.
9. Proposal prices must be firm for acceptance for **sixty (60) days** from proposal opening date. No proposals may be withdrawn without written approval after a contract has been signed or partial performance of the proposal agreement has begun.
10. **Failure to manually sign proposal will disqualify it.** Person signing proposal should show title or authority to bind their firm to a contract.
11. The district is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in proposal. If it is determined that tax was included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
12. **Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive – not restrictive – it is intended to indicate type and quality desired.** Proposals on brand of like nature and quality will be considered. If proposing on other than reference specifications, proposal must include manufacturer, brand, model, etc. of article offered. If brand other than that specified is offered, complete descriptive information of said article must be included with the proposal. If proposer takes no exception to specifications of reference data, brand names, models, etc., as specified, must be furnished.
13. All items offered should be designated **“as specified”** or **“equal”**.
14. On items designated “equal”, samples must be furnished within five (5) working days after proposal opening at no cost to the district, if requested. If not destroyed in examination they will be returned to the proposer on request at their expenses.
15. The District reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the District.
16. The District reserves the right to purchase additional quantities, not to exceed 50% of quantities listed, throughout the proposal period as listed on this proposal subject to verification of the same or lower prices and conditions of this proposal. All purchased will be made contingent on the availability of funds.
17. During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.
18. **No Proposal:** All proposal forms should be signed, as needed, and returned even if offeror is unable to submit a proposal at this time, but wishes to remain on proposer's list.

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's terms and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)  
STANDARD TERMS & CONDITIONS (CONT.)**

19. **Awarding of Proposals:** The proposals will be awarded to one (1) primary vendor and at least three (3) secondary vendors. **Primary vendor** status will be awarded to the vendor who offers the “best value package” to the district – meets the specifications, offers a competitive price and is preferred on the sample of pizza tasting conducted with students (if needed). **Secondary vendor(s)** status will be awarded to the vendor who offers the next “best value package” to the district. **Purchases will be made from the approved primary vendor. If items are not available from the approved primary vendor or the vendor cannot deliver the pizza, then purchases will be made from the first secondary vendor. If items needed are not available from the first secondary vendor, then we will try to buy them from the second secondary vendor, the third secondary vendor, fourth secondary vendor, etc.**
20. **Substitutions:** Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Finance Director. Samples of possible substitution items may be requested at any period.
21. **Cash refunds:** Cash refunds should not be given to **any** individuals for returned items acquired through a purchase order. If cash refunds are necessary, they should be mailed directly to the District’s Business Office at 9701 South Jackson Rd., Pharr, Texas 78577.
22. **No Guaranteed Volume Quantities:** The Range of Estimated Expenditures is based approximately on a twelve (12) month period. No quantity volume is guaranteed.
23. **Order:** The Valley View ISD will order from the successful offeror by purchase orders as the supplies are needed and based on the availability of funds. Items to be purchased will be listed (though quantities may not necessarily be itemized) on the purchase order. Each campus activity fund shall purchase pizza under this contract.
24. **Venue:** Any disputes or litigation that could arise related to this proposal shall have as venue Hidalgo County in the State of Texas.
25. **Payment Terms:** Payment for items acquired under this proposal will be paid “net 30 days” after satisfactory receipt of goods ordered, or receipt of invoice, whichever occurs last.
26. **Term of Contract:** The term of contract will be for one (1) year effective September 1, 2009 through August 31, 2010 or after board approval, whichever occurs last. The District retains the option to extend the contract for one (1) additional year, contingent upon the vendor providing quality goods, at economically reasonable prices, with courteous service at the store and an efficient billing system, during the first year of the contract.

07-003-09  
Proposal Number

\_\_\_\_\_  
Date

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

**\*The signing of Page 10 indicates understanding and acceptance of this proposal’s terms and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)  
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, 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, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)**

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):** \_\_\_\_\_

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

**\*\*\*\*\* PLEASE CHECK OFF A SELECTION BELOW \*\*\*\*\***

- ( ) A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- ( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
- ( ) 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): \_\_\_\_\_

\_\_\_\_\_

**PROPOSAL #** 07-003-09

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's terms and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)  
PROPOSAL SPECIFICATION REQUIREMENTS**

TO BE FILLED IN BY OFFEROR AND SUBMITTED WITH PROPOSAL

Is this proposal in conformance with the enclosed specifications?

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

If the answer is no, offeror must identify and explain each exception taken, with reference to each page and paragraph to which the exception will apply.

It should be understood that if no exception is taken the vendor shall supply all items as specified at the time of sale. Failure to indicate any difference in products offered proposed in this proposal may be deemed sufficient grounds for rejection of a vendor's proposal.

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
07-003-09  
Proposal Number

\_\_\_\_\_  
Date

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

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's terms and conditions.\***

# VALLEY VIEW INDEPENDENT SCHOOL DISTRICT

**It is the intent of these specifications to secure proposals for:**

**Pizza Products  
(Proposal #07-003-09)**

For further information, please contact:

Juan Nuñez, Senior Accountant  
JuanNunez@vview.net  
Valley View Independent School District  
9701 S. Jackson Road  
Pharr, Texas 78577

According to the Texas Education Code, Subchapter B, Section 44.031 (b), in determining to whom award a contract, the district may consider the following criteria:

No.	Criteria	Points
1	the purchase price;	70
2	the reputation of the vendor and of the vendor's goods or services;	5
3	the quality of the vendor's goods or services;	10
4	the extent to which the goods or services meet the district's needs;	5
5	the vendor's past relationship with the district;	10
6	the impact on the ability of the district to comply with the laws and rules relating to historically underutilized business;	N/A
7	the total long-term cost to the district to acquire the vendor's goods or services; and	N/A
8	any other relevant factor that a private business entity would consider in selecting a vendor.	N/A
	Total Maximum	100

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's terms and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**

**SPECIFICATION/PROPOSAL PRICE FORM  
PIZZA PRODUCTS FOR 2009-2010 SCHOOL YEAR  
(Proposal #07-003-09)**

<b>ITEM NUMBER</b>	<b>DESCRIPTION OF ITEM/SPECIFICATIONS</b>	<b>UNIT PRICE</b>
1.	<p>A 14" round (minimum), thin crust, pepperoni pizza delivered to designated schools as required not more than one (1) hour between beginning pizza preparation and delivery to the schools. Delivered hot in thermal chests or warmers to maintain warm, and packaged in a box, ready to serve, cut in 8 equal slices. Large Pepperoni Pizza should contain the following minimum ingredients: Cheese – 10 oz., Pizza Sauce – 5 ½ oz., Pepperoni Slices – 30; Dough – 20 oz.; fully cooked, regular pan crust pizza, or equal. Vendor will provide napkins, wrappers, and/or paper plates upon request (free of charge). Estimated Quantity: Approximately 500 pizzas per year.</p>	

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's term and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT**  
**PIZZA PRODUCTS (Proposal #07-003-09)**  
**NON-COLLUSION STATEMENT**  
**& SIGNATURE SHEET**

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Offeror, and that the contents of this Proposal as to prices, terms or 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 or to any person affiliated with Valley View ISD, prior to the official opening of this Proposal.

Further, I affirm that after the opening of this Proposal, I (or any representative of my company) will not discuss the contents of this Proposal with any person affiliated with Valley View ISD, other than the Purchasing Director or his Designee, prior to the awarding of this Proposal. I understand that failure to observe this procedure will cause my Proposal to be rejected.

I, \_\_\_\_\_, have read the standard terms and conditions, and **(Print/Type Name of Company Officer)** (Pages 3-5), I fully understand them, and will fully execute them if I am awarded a contract related to this Proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on page 6.

The signer of this proposal states that the products furnished by the company represented will be of high grade quality, and the service and delivery will be adequate for school needs.

I have ready the criteria that the district may consider to award this contract, as per Texas Education Code, Subchapter B, Section 44.031 (b), (Page 8).

I fully understand the Proposal specifications (pages 9).

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

AREA CODE/TELEPHONE/FAX#: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE TITLE DATE

**\*The signing of Page 10 indicates understanding and acceptance of this proposal's term and conditions.\***

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)**

**Conflict of Interest Questionnaire**

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local government entity</b></p>	<b>FORM CIQ</b>
<p>This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offence if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor</p>	<p><b>OFFICE USE ONLY</b></p> <p>Date received</p>
<p><b>1) Name of person doing business with local governmental entity.</b></p>	
<p><b>2)</b></p> <p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006 (a) Local Government Code, is pending and not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p><b>3)</b></p> <p><b>Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money.</b></p>	
<p><b>4)</b></p> <p><b>Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs local government officer of the governmental entity that is the subject of this questionnaire.</b></p>	

**VALLEY VIEW INDEPENDENT SCHOOL DISTRICT  
PIZZA PRODUCTS (Proposal #07-003-09)**

**Conflict of Interest Questionnaire (Continued)**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

**5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C, & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each affiliation or business relationship.

**6) Describe any other affiliation or business relationship that might cause a conflict of interest.**

7)

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date