

**Big Spring Independent School District**

*Business Office*

708 East 11th Place

**Big Spring, Texas 79720-4648**

(432) 264-3620 • Fax (432) 264-3646

# Food Service Department

## Labor & Contracted Services

(Creates an Approved Vendors List)

Contract Period: December 1, 2009, through November 30, 2010

**Bid Opening Start Date: October 15, 2009**

All Bids Are Due By: November 5, 2009 @ 4:00 pm

If you or your company wish to be placed on the approved vendors' list, please fill out and return the "Bidder Information" sheets and the "Bid Forms" on pages 10 - 21.

# Big Spring Independent School District

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October 2, 2009

The Big Spring Independent School District is accepting bids for "**Food Service -- Labor & Contracted Services**" for the contract period of December 1, 2009, through November 30, 2010. This bid is NOT a line item bid, but a multi-vendor bid that creates an approved vendor list for the District's different departments to use. Enclosed is the bid packet that will enable you to make a bid in the labor, skilled trade, and contracted service categories. There is **NO** guaranteed annual volume to any bidder; the amount purchased during the course of this contract period shall be exactly determined by the District's needs.

**Please take the time to fill out and return the "Bidder's Information" sheets and the "Bid Form" if you wish to be considered for providing to the District any labor, skilled trade, and contracted services for the contract period.**

All bids will be received until the date and time listed below in the box. Any bid received after the "due by" date and time will be returned unopened and not considered. Please mail, fax, or deliver all bids to:

Sandra Waggoner, Chief Financial Officer  
Big Spring Independent School District  
Business Office  
708 East 11th Place  
Big Spring, Texas 79720-4648

**BID ENVELOPES SHALL BE PLAINLY MARKED IN THE LOWER LEFT CORNER.**

**Food Service -- Labor & Contracted Services**

**Bid Opening Start Date: October 15, 2009**

All Bids Are Due By: November 5, 2009 @ 4:00 pm

We would appreciate your bidding on this bid. If there is any additional information, you may need in order to make the bid, please contact Judy Grant or me.

Sincerely,



Debbie Green  
Business Manager

Enclosures

# Big Spring Independent School District

Business Office

708 East 11th Place

Big Spring, Texas 79720-4648

(432) 264-3620 • Fax (432) 264-3646

## Invitation For Bids

### GENERAL STIPULATIONS AND CONDITIONS

ALL VENDORS AWARDED

**Contract Period:** December 1, 2009, through November 30, 2010

October 2, 2009

### Food Service -- Labor & Contracted Services

**Bid Opening Start Date:** October 15, 2009

**All Bids Are Due By:** November 5, 2009 @ 4:00 pm

### SCOPE AND INTENT OF THE BID

It is the intention of the Big Spring Independent School District to use some outside labor, skilled trades, and contracted services in the District's Food Service Department for general repair and maintenance of existing equipment during the contract period of December 1, 2009, through November 30, 2010. Generally, all bidders completing and returning the "**Bidder's Information**" sheet and the "**Bid Form**" will be placed on the "**Approved Vendors List**".

The "**Approved Vendors List**" is used by the District's different departments to obtain outside labor, outside skilled trades, and contracted services during the contract period. These services can take place through an outright purchase with a purchase order or by the department taking price quotes by phone or fax and buying from the lowest responsible quoter. The District reserves the right to continue to secure some of the contracted services through a separate bid process. Also, this bid does not supersede any other bid or contract that the District currently has in effect.

There is **NO** guaranteed annual volume to any bidder; the amount purchased during the course of this contract period shall be exactly determined by the District's needs.

Below is a list of general outside labor, outside skilled trades, and contracted services required by the District's Food Service Department.

#### **Electrician / Refrigeration Services**

#### **Fire & Safety Inspection & Services**

**Food Service Equipment Installations & Repair Services** (commercial & non-commercial equipment - Dishwashers, Hot Food Storage & Transportation Cabinets, Fryers, Freezers, Garbage Disposers, Ice Machines, Mixers, Ovens, Refrigerators, Slicers, Steamers, Steam Tables, Stoves, Walk-in Freezers, etc.)

#### **Plumbing Services**

#### **Vent-A-Hood & Exhaust System Installations, Repair, & Cleaning Services**

#### **Waste Disposal & Pickup** (Grease, Oil, etc.)

**Food Service -- Labor & Contracted Services**

**Bid Opening Start Date:    October 15, 2009**

All Bids Are Due By:    November 5, 2009 @ 4:00 pm

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**ANY EXCEPTION OR DEVIATION MUST BE IN WRITING AND MUST BE ATTACHED TO THE BID FORM**

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**1. INVITATION TO BID:**

- A. The Big Spring Independent School District invites all interested and qualified bidders to bid.
  
- B. For the purpose and clarity of this document only, the word "DISTRICT" will herein mean the Big Spring Independent School District and/or the Board of Trustees of the Big Spring Independent School District of Big Spring, Howard County, Texas. Also, for the purpose and clarity of this document, the word "BIDDER" will herein mean any reliable and interested broker, vendor, contractor and/or manufacturer and his or her firm who wants to bid on this contract.
  
- C. The DISTRICT will receive sealed bid proposals until the date and time stated on the first page. Bids will be publicly open and read beginning the date listed on the front of this "Invitation for Bids". All bids must be received by the date and time listed on the front of this "Invitation for Bids". These bids will be presented to the Board of Trustees of the Big Spring Independent School District for its consideration at the regularly scheduled meeting in the Board Room located at 707 East 11th Place, Big Spring, Texas, at 5:15 P.M. on:  
  

**November 12, 2009**
  
- D. After the Board of Trustees of the Big Spring Independent School District has evaluated and approved the bids, the DISTRICT will provide a notice of approval to each bidder.

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**INSTRUCTIONS TO BIDDERS**

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**2. BID SUBMISSION:**

- A. Bidders must submit their bids on the "**Bid Form**" and "**Bidder's Information**" forms enclosed. Bidders should make a copy of the returned "**Bid Form**" and "**Bidder's Information**" forms for their own records.
  
- B. Bids must be received no later than the bid opening date and the time specified above. Late bids will **NOT** be considered and will be returned unopened.
  
- C. Mail or deliver bids to:  
  

Sandra Waggoner, Chief Financial Officer  
Big Spring Independent School District  
Business Office  
708 East 11th Place  
Big Spring, Texas 79720-4648
  
- D. Bid envelopes must be plainly marked on the outside as follows:

**Food Service -- Labor & Contracted Services**

**Bid Opening Start Date:    October 15, 2009**

All Bids Are Due By:    November 5, 2009 @ 4:00 pm

- E. Faxed bids will be accepted on this bid as long as the **ONLY** items faxed are the "**Bid Forms**" and "**Bidder's Information**" sheets. Also, faxed bids can not have any competitive pricing, catalogs, or confidential information included in the faxed documents. If any of the above conditions are present in your returned bid, then please mail the bid to the address in Section 2C.

Fax bids to:

Attn: Sandra Waggoner, Chief Financial Officer  
Big Spring Independent School District

Fax Phone # (432) 264-3646

**3. SIGNATURE ON BID:**

To be valid, the bid must be manually signed in ink by an authorized person in the space provided in the section "**Bidder Information**". By such signature, the bidder agrees to strictly abide by the terms, conditions, and specifications embodied in this "Invitation for Bids".

**4. QUALIFYING BIDS:**

Any special conditions or qualifications concerning price, delivery of services, etc. of any items on the submitted bid must be noted on the bid forms by the bidder. If a minimum volume of work is required on any service, it **MUST** be stated on the bid.

**5. COPIES OF INSURANCE & OCCUPATIONAL LICENSE:**

**NO** proof of insurance or copies of any occupational licenses and work permits are required to be returned with the bid documents at this time. **But copies will be required before any work or service may begin on any project where the law or DISTRICT's policies require these.**

**6. SAFETY REQUIREMENTS:**

A. **The bidder shall comply with the Safety Regulations as required by OSHA at all times.**

B. **NO** asbestos containing materials shall be used by any bidder on any project or work performed for the DISTRICT under this contract.

**7. TAXES:**

A. The DISTRICT is exempt from the payment of FEDERAL EXCISE OR STATE SALES AND USE TAXES. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

B. The DISTRICT's State of Texas Sales Tax Identification Number is:

1-75-6000188-9

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**GENERAL BID CONDITIONS**

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**8. BID WITHDRAWAL:**

A. Any bid may be withdrawn prior to the scheduled opening time.

B. No bid may be withdrawn during the period of one (1) year subsequent to the bid opening date without the expressed consent of the Big Spring Independent School District. If a request for withdrawal of a bid is allowed, the bidder will be removed from the approved vendor bid list.

**9. QUANTITIES & VOLUME:**

There is **NO** guaranteed annual volume to any bidder, the amount or volume purchased during the contract period shall be exactly determined by the DISTRICT's needs.

**10. ANNULMENTS AND RESERVATIONS:**

- A. The DISTRICT also reserves the right to inspect and reject all materials, products, and workmanship furnished to the DISTRICT for defects of non-compliance with the requested specifications or unauthorized substitutions. Rejected materials and products will be returned at the bidder's expense. Labor will be provided at the bidder's own expense if found in violation of this requirement.
- B. The DISTRICT reserves the right to remove any bidder from the "**Approved Vendor List**" if, in the DISTRICT's opinion, the bidder is not in compliance with the intent of the General Stipulations and Conditions, fails to perform faithfully any of the required stipulations, or willfully attempts to impose upon the DISTRICT, inferior materials or products and inferior workmanship to those requested by the DISTRICT. Any action taken in pursuance of this stipulation shall not affect or impair any rights or claims of the DISTRICT to damages for breach of any covenant of the contract by the bidder.
- C. Should the bidder fail to comply with the conditions of the bid or fail to complete the contract, or should the bidder be prevented from furnishing any work or service except for circumstances beyond his/her control, including but not limited to, war, flood, governmental restrictions, the DISTRICT reserves the right to withhold all monies that may be due or become due and apply same to any incurred expenses to the DISTRICT that may be consequent on the bidder's failure. The DISTRICT reserves the right to withdraw such items or required work from the operation of any contract without incurring further liabilities on the part of the DISTRICT.
- D. This bid **DOES NOT** supersede any other Big Spring Independent School Districts' bid for the same or similar items carried by the successful bidder. This bid is not an exclusive contract for the successful bidders with Big Spring Independent School District. The DISTRICT shall retain the right to receive sealed bids on any project when the DISTRICT deems it necessary to meet the "Purchasing Contract Laws of the State of Texas" or if any one (1) project may exceed \$25,000. These types of projects usually require the DISTRICT to secure Payment Bonds (\$25,000) and/or Performance Bonds (\$100,000) or may be required by the consulting engineer or architect.
- E. The Bidder hereby assigns to the DISTRICT any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
- F. The DISTRICT reserves the right, if at any time, the bidder fails to fulfill or abide by the General Stipulations and Conditions, any Special Stipulations and Conditions, and the Specifications of the bid, to:
  - 1. Purchase products or alternate services on the open market and charge the vendor the difference between the contract price and actual purchase price, or
  - 2. Deduct such charges from existing invoice totals currently due, or
  - 3. Cancel the contract within thirty (30) days with written notification of intent. Additionally, the bidder will be removed from the active bid file for a period of time no less than one (1) year.
  - 4. Re-bid the service or product.
  - 5. Award the contract to the next lowest responsible bidder, if acceptable.Any action taken in pursuance of this stipulation shall not affect or impair any rights or claims of the DISTRICT to damages for breach of any covenant of the contract by the bidder.
- G. No part of this contract may be assigned or subcontracted without prior written approval of the District. Payments can only be made to the bidder awarded this contract.

**11. BID ERRORS:**

Bidders or their authorized representatives are expected to fully acquaint themselves with the conditions, requirements, and specifications before submitting bids. **FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK, AND HE/SHE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.**

**12. GUARANTEE & WARRANTY:**

The warranty conditions for all materials and products used in any project shall be considered the manufacturer's minimum standard warranty unless the DISTRICT otherwise agrees in writing. All materials and products used in any project shall be **NEW** and must be delivered in the manufacturer's original sealed containers, unless clearly stated in writing and approved by the DISTRICT's representative.

**13. COMPLIANCE AND RIGHT OF SELECTION:**

- A. The bidder shall abide by and comply with the true intent of the General Stipulations and Conditions of the bid and not take advantage of any unintentional error or omission.
- B. Evaluation of all purchases shall take into account the following considerations before issuing a purchase order:
  - 1. Purchase price.
  - 2. The reputation of the vendor and of the vendor's goods and services.
  - 3. The quality of the vendor's goods or services.
  - 4. The extent to which the goods or services meet the District's needs.
  - 5. The vendor's past relationship with the District.
  - 6. The impact on the ability of the District to comply with laws relating to historically underutilized businesses.
  - 7. The total long-term cost to the District to acquire the goods or services.
  - 8. Any other relevant factor specifically listed within this request for bids or proposals.
- C. The vendor's safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.
- D. The purchasing preference law, regarding the state in which the out-of-state bidder resides, will be applied to the out-of-state bid when evaluating and comparing bids with a Texas resident bidder. (Texas Civil Statutes, Article 601g(b)(1))
- E. All "FOOD PRODUCT" bidders **MUST** be licensed with an appropriate "**wholesale food manufacturer and/or wholesale food distributor**" license issued from the Texas Department of Health, Bureau of Food and Drug Safety, Manufactured Food Division. Please include a copy of your wholesale food manufacturer and/or distributor's license with your returned bid documents.

**14. CONFIDENTIAL INFORMATION OR TRADE SECRETS** (Government Code, Article 252.049):

If any of the information requested in this bid is considered to be confidential or a trade secret belonging to the bidder and if released would give advantage to competitors or bidders, that information should be filed with the bid in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

**15. OFFER, ACCEPTANCE & ORDERS:**

- A. This submitted bid from the bidder will be considered the offer and contracts of purchase will be the acceptance by the DISTRICT.
- B. All contracts and agreements between Merchants and Big Spring Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on uniform state laws. (Reference: Uniform Commercial Code, Current Official Text)

- C. Contracts for purchases will be put into effect by means of purchase orders prepared by the DISTRICT. Purchase orders will be signed by either the Food Service Director, Maintenance Director, purchasing officials, Business Manager, or Superintendent of the DISTRICT.
- D. **The Big Spring Independent School District will not be held responsible for any orders that are not accompanied by a purchase order.** Purchase orders will be issued on an "as needed" basis to the approved vendor.

**16. LAWS, REGULATIONS, AND PERMITS:**

- A. **The bidder shall comply with all Federal, State, and Local Laws, Ordinances and Regulations pertaining to any work under his/her charge, and shall, at his/her expense, procure any required city and/or county permits or any other legal requirements of local authorities which may be required for the project.**
- B. The bidder shall guarantee that all work completed shall adhere to and be in compliance with all Local Building Codes and Regulations for the City of Big Spring, Howard County, Texas.
- C. In case of any apparent conflict between the specifications and any laws, ordinances, etc., the contractor shall call the attention of DISTRICT to such conflict for a decision before proceeding with any work.
- D. **The bidder shall be responsible for insuring that he/she and all of his/her employees have the correct approved occupational licenses or work permits, with the correct endorsements, to complete the appropriate work or project under his supervision.** (Examples: Electrician Licenses, Plumber Licenses, Commercial Refrigeration License, EPA Asbestos Removal Licenses, Commercial Pesticide License, Commercial Drivers License, etc.)
- E. The need for a Payment Bond and/or a Performance Bond will be left up to the discretion of the DISTRICT on projects in excess of \$25,000.

**17. BIDDER'S OBLIGATIONS:**

- A. The bidder shall supply all labor, job site supervision, and management required for the completion of any assigned work or project.
- B. The bidder shall furnish all hand tools, power tools, scaffolding, ladders, vehicles, and any rented or leased equipment necessary to complete the assigned work or project.
- C. The bidder will be provided with incidental water and electricity when available at the job site. The bidder will supply his/her own water hoses and extension cords.
- D. **The bidder will abide by the school district policy and State of Texas law that prohibit smoking or the using of tobacco products in the building and on the ground of the school district.**

**18. SUB-CONTRACTOR:**

- A. The bidder shall give his/her constant personal attention to the faithful execution of any contract, shall keep the same under his/her control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the DISTRICT. The bidder should provide the name of the sub-contractor he/she intends employing, the portion of the materials to be furnished, his/her place of business, and any other information as the DISTRICT may require at the start of any project.
- B. The bidder shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with like consent of the DISTRICT.

**19. INSURANCE REQUIREMENTS:**

- A. **The bidder is solely responsible for the safety of their employees in accordance with federal, state, and local safety laws.** In addition, the bidder agrees to defend and hold harmless the DISTRICT and its agents from any and all liabilities resulting from claims made by the employees of the bidder's firm or sub-contractors.
- B. The bidder shall be solely responsible for any and all liabilities resulting from any services or labor provided to the DISTRICT. In addition the bidder agrees to defend and hold harmless the DISTRICT and its agents from any and all liabilities resulting from claims made for damages and injuries resulting from services provided to the DISTRICT.
- C. The bidder shall be solely responsible for maintaining the proper amount of insurance coverage to cover all liabilities resulting from the services or labor provided to the DISTRICT. In the event that the insurance coverage is found to be less than the damages suffered, the bidder agrees to defend and hold harmless the DISTRICT and its agents from any and all liabilities resulting from such claims.
- D. Workman's Compensation coverage, as required by State Law, shall cover all persons providing any services on a building or site of a project. All contractors must supply a copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84) before doing any work for the DISTRICT. **All contractors must be familiar with TWCC Rule 28 TAC 110.110 (c)(7) and comply with this rule when doing work for the DISTRICT.**

"This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project."

**20. DAMAGE, CLEAN UP AND REMOVAL OF PACKING CRATES AND BOXES:**

The bidder shall be held responsible for and shall be required to make good at his/her own expense, any and all damage done or caused by him/her or his/her workmen and/or any additional clean up in the execution of the contract when required.

**21. PREVAILING WAGE RATE AND REGULATIONS PERTAINING TO LABOR:**

- A. **The current prevailing wage scale as determined by the U. S. Department of Labor shall govern all work involving all projects and services** and shall be considered the Minimum Wage Scale. The bidder shall be required to pay the Minimum Wage Rate as required by Federal and/or State Law (Davis-Bacon Act – 40 USC §276a; 29 CFR 1, 3, 5, 6 and 7). (Web site for current Texas wage rates by counties is <http://www.gpo.gov/davisbacon/tx.html>.)
- B. A contractor or subcontractor who fails to pay the specified rates as required by the current Minimum Wage Scale shall pay to the District \$60 for each worker, laborer, or mechanic employed for each calendar day or part of a calendar day the worker is paid less than the wage rates specified in the current Minimum Wage Scale. The Board shall use any penalty money collected to offset the costs incurred in administering Government Code Chapter 2258.

**22. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:**

**The Act requires contractors and subcontractors to pay laborers and mechanics employed in the performance of the contract in accordance with Contract Work Hours and Safety Standards Act.** Also, this Act prohibits unsanitary, hazardous, or dangerous working conditions.

**23. LONG TERM ACCESS/STORAGE AREA**

When the bidder is working on any long-term project, an access area will be assigned. Equipment and materials may be stored in the access area. The bidder will erect a temporary fence around the access area. The area will be marked as a hazardous area. Access to the area will be limited to workmen of the bidder's firm, representative of materials manufactured, and DISTRICT's maintenance inspection personnel.

- B. The bidder will assume full responsibility for the safekeeping of all equipment, vehicles, and supplies on any work site. The DISTRICT will not assume responsibility for security of the bidder firm's equipment, vehicles, or materials.
- C. The bidder shall clean the work site on a daily basis. The work site shall be kept clean and free of unnecessary debris. Materials and equipment shall be neatly stored in the designated access area.

**24. MATERIALS & SUPPLIES:**

- A. Generally the DISTRICT shall furnish most of the supplies and materials necessary to do each project; however, there may be times that the bidder will be asked to furnish the necessary materials.
- B. The bidder will be required to show on the "**Bid Form**" a percentage of markups on all materials and supplies purchased by his/her firm and charged to the DISTRICT in connection with any project.

**25. WEATHER & SAFETY:**

- A. The DISTRICT Maintenance Director will have the authority to stop any project or work due to weather conditions or any safety factor involving the students and faculty of Big Spring Independent School District. The bidder may be required to make operational and/or safety changes so that as little or no interruption to the educational process will occur. The DISTRICT shall try to work with the bidder as much as possible to ensure that a project can be completed on schedule.
- B. If a project has to stop for inclement weather, the bidder will be responsible for re-scheduling the work at the earliest possible date so the project may be completed. Payment can be made for a percentage of work completed.
- C. **All bidders are reminded that the DISTRICT's educational classes cannot be interrupted for any work to be performed on this contract for any reason other than an emergency.** All work shall be completed as soon as possible with as little interruption to the educational process as possible.
- D. All contractors must be familiar with the asbestos laws and regulations. No asbestos building materials can be disturbed without the permission of the DISTRICT. If any contractor is uncertain as to what type of materials they are disturbing they must let the DISTRICT determine whether it is asbestos (and friable) or non-asbestos and no danger to workers or occupants. The District will survey any renovation or demolition projects to determine the need to abate or not to abate any asbestos containing materials.

**26. EMPLOYEES RELATIONSHIP:**

The bidder agrees that after the completion of any project for the DISTRICT and for a period of six months following the end of the contract period, the bidder will **NOT** hire, offer to hire, or provide any form of gratuity to any agent or employee of the DISTRICT. The bidder also agrees not to interfere with the relationship between the employees of the DISTRICT. The bidder agrees that if such action results in financial loss for the DISTRICT, the bidder agrees to compensate the DISTRICT.

**27. SALES & MARKETING REPRESENTATIVE:**

All sales representative and marketing services that are provided by the bidder's company are to observe the DISTRICT's regularly scheduled marketing time as listed below. At this time the Food Service Director will generally be available.

**1:00 P.M. to 2:00 P.M. - on Mondays and Fridays ONLY**

**28. BILLING AND PAYMENT/DISCOUNTING:**

A. All invoices/statements are to be submitted in duplicate and mailed to:

Big Spring Independent School District  
Attn: Business Office  
708 East 11th Place  
Big Spring, Texas 79720-4648

B. Invoices will be returned for correction unless they contain the following information: **purchase order number**, description of materials provided by the bidder, quantity, the unit price, total price, shipping charges, if applicable, description of work completed, the unit price, total price. The original and one copy shall be forwarded to the office listed above.

C. Unless otherwise stated, payment will be net thirty (30) days after receipt of a correct invoice/statement. If a cash discount is allowed for prompt payment, please indicate on the statement. Also, any penalty for a delayed payment must be stated on the invoice/statement.

# BIDDER'S INFORMATION

## Food Service -- Labor & Contracted Services

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ALL INFORMATION ASKED FOR BELOW MUST BE PROVIDED, AND THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID. IF THIS BID IS NOT SIGNED, IT WILL BE DISQUALIFIED AT THE OPENING.

**BY SIGNING THIS FORM THE AUTHORIZED UNDERSIGNED AGREES TO THE FOLLOWING STATEMENTS. (ANY EXCEPTIONS MUST BE IN WRITING AND ACCOMPANYING THIS BID.)**

(I) (We) propose to furnish and provide to the Big Spring Independent School District the labor, skilled trades, and contracted services requested in this bid and to remain in compliance with the General Stipulation and Conditions.

(I) (We) certify that any pricing in connection with this bid will be made without any previous understanding, agreement, or connection with any person, firm, or corporation quoting a price for the same service, material, or equipment, and shall be in all respects fair and without collusion or fraud, and in no ways limits competition.

(I) (We) certify that neither this firm nor any employee of this firm has given, offered to give, nor intends to give at **any time** any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any employee of Big Spring Independent School District in connection with this submitted bid.

(I) (We) certify that this firm adheres to or follows non-discriminatory practices with respect to the employment or promotion of personnel without regard to race, color, religion, sex, national origin, age, handicap, or political application or belief.

Please place our company on the "**Approved Vendors List**" for Food Service Labor and Contracted Services for the contract period:

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Street Address)

\_\_\_\_\_  
(P.O. Box Address)

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

TELEPHONE #: \_\_\_\_\_

FAX TELEPHONE #: \_\_\_\_\_

YOUR COMPANY'S QUOTATION  
or REFERENCE # FOR THIS BID: \_\_\_\_\_

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

# BIDDER'S INFORMATION (page 2)

## Food Service -- Labor & Contracted Services

**Contract Period:** December 1, 2009, through November 30, 2010

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### HUB (Historically Underutilized Business) Report

Please check the following blanks that apply to your company:

- |  |  |
|--|--|
| <input type="checkbox"/> Ownership of firm (51% or more)   | <input type="checkbox"/> Black             |
| <input type="checkbox"/> Small Business (Less than \$1,000,000.00 annual receipts or 100 employees.)   | <input type="checkbox"/> Female            |
| <input type="checkbox"/> other minority (specify) _____  | <input type="checkbox"/> Non-minority      |
| <input type="checkbox"/> Certified by the State of Texas as a Historically Underutilized Business (HUB) -- Please provide us with a copy of the certificate. | <input type="checkbox"/> Handicapped owned |

The Big Spring Independent School District does not currently maintain set-asides or gives preference to HUB in bids, proposals, or quotes. The above information is solicited for the purpose of statistical tracking only.

### 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 contract."

This Notice Is Not Required of a Publicly Held Corporation

**(I) (We), 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.**

**COMPANY NAME:** \_\_\_\_\_

**Check the appropriate box and sign the form.**

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

Name of Felony: \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**BIDDER'S INFORMATION** (page 3)  
**Food Service -- Labor & Contracted Services**  
**Contract Period:** December 1, 2009, through November 30, 2010  
**Bid Opening Start Date:** October 15, 2009  
**All Bids Are Due By:** November 5, 2009 @ 4:00 pm

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**Notice to Vendors: Conflict of Interest Questionnaire (CIQ Form)**  
**Required by Chapter 176 of the Texas Local Government Code**

Effective January 1, 2006, any person or entity who contracts or seeks to contract with Big Spring ISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with Big Spring ISD is responsible for complying with any applicable disclosure requirements. Big Spring ISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh (7<sup>th</sup>) business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire no later than September 1 of each year in which a covered transaction is pending, **and** the seventh (7<sup>th</sup>) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

*Note:* A Vendor is not required to file an updated questionnaire if the person has filed an updated statement on or after June 1, but before September 1 of the year.

The Conflict of Interest Questionnaire (CIQ Form) may be downloaded from the Big Spring ISD's website at <http://bsisd.esc18.net/PublicNotices/CIQ.pdf> or on the Texas Ethics Commission's website

Completed forms should be sent to:

Big Spring Independent School District  
Attn: Business Office  
708 East 11<sup>th</sup> Place  
Big Spring, Texas 79720-4648

The Local Government Officers of the Big Spring Independent School District are:

Board of Trustees:	Jeff Borman Mike Dawson Phil Furqueron Irene Galan Tony Kennedy Marie Padilla Alan Partee
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Superintendent:	Steven Saldivar
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**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th 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.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

<b>OFFICE USE ONLY</b>
Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes       No

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

Yes       No

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

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

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

\_\_\_\_\_  
Date

## **BIDDER'S INFORMATION** (page 5)

**Food Service -- Labor & Contracted Services**

**Contract Period:** December 1, 2009, through November 30, 2010

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### **ADDITIONAL CERTIFICATIONS**

**BY SIGNING THIS FORM FOR ADDITIONAL CERTIFICATIONS, THE AUTHORIZED UNDERSIGNED AGREES TO ALL OF THE FOLLOWING STATEMENTS:** (2 pages)

#### **REQUIRED FOR ALL CONTRACTS**

##### **NON-COLLUSIVE BIDDING CERTIFICATE:**

- A. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor, or potential Competitor;
- C. No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal;
- D. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

#### **REQUIRED FOR ALL CONTRACTS OVER \$10,000**

##### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE:**

- A. (I) (We), the undersigned agent for the firm named below, certify that my company is in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor regulation (41 CFR Part 60).

"No individual shall be excluded from participating in, denied the benefit of, subject to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief."

##### **ACCESS TO CONTRACTOR'S RECORD & RETENTION CERTIFICATE:**

- A. All contracts awarded by the District for Food Service shall include the provision that school district authorities, the State of Texas governing agencies, the Federal authorities, or any of their duly authorized representatives, shall have access to books, documents, papers, and records of the contractor which are directly pertinent to the District's Food Service Program for the purpose of making audits, examinations, excerpts, and transcriptions. (7 CFR, Part 3015.183)

**BIDDER'S INFORMATION** (page 4)

**Food Service -- Labor & Contracted Services**

**Contract Period:** December 1, 2009, through November 30, 2010

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**ADDITIONAL CERTIFICATIONS** (continues)

- B. This provision includes the retention of records for three years after final payment is made under the contract or subcontract and all pending matters are closed. Additionally, this provision requires that if any audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
  
- C. All subcontractors of this contract are also required to provide access to all pertinent records as provided in paragraphs A & B.

**REQUIRED FOR CONTRACTS OVER \$100,000**

**COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT CERTIFICATE:**

(I) (We), the undersigned agent for the firm named below, certify that my company is in compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 18578 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violation to the grantor agency and to the United States Environmental Protection Agency, Assistant Administrator for the Enforcement.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

AUTHORIZED PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**BIDDER'S INFORMATION** (page 5)

**Food Service -- Labor & Contracted Services**

**Contract Period:** December 1, 2009, through November 30, 2010

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**REQUIREMENTS FOR CONTRACTS OVER \$100,000**

**U.S. Department of Agriculture**

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) When the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

**Instructions For Suspension/Debarment Certification Statement**

- 1. By signing and dating the certifications statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred, or suspended by a federal agency on the date signed.
- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contract with suspended / debarred persons.

# BIDDER'S INFORMATION (page 6)

## Food Service -- Labor & Contracted Services

**Contract Period:** December 1, 2009, through November 30, 2010

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## REQUIREMENTS FOR CONTRACTS OVER \$100,000

### Certification Regarding Lobbying

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Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding **\$100,000** in Federal Funds.

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" form to report lobbying activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Name of Organization

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Address of Organization

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Printed Name & Title of Submitting Official

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Signature

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Date



# BIDDER'S INFORMATION (page 8)

## Food Service -- Labor & Contracted Services

**Contract Period:** December 1, 2009, through November 30, 2010

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**All Bids Are Due By:** November 5, 2009 @ 4:00 pm

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

The disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard..
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in the item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employees(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimates or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

# BID FORM

## Food Service -- Labor & Contracted Services

**Contract Period:** December 1, 2009, through November 30, 2010

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1. Number of years in business? \_\_\_\_\_
2. Have you or your firm ever performed any work for Big Spring Independent School District in the past? \_\_\_\_\_
3. Have you or your firm ever been terminated from any job or contracted project? \_\_\_\_\_  
If **yes**, please explain on back of this bid form sheet.
4. Does the owner of the firm or business work on the job site? \_\_\_\_\_  
A. If no, does a supervisor work on the job site or does the owner make periodic visits to the job site to check on the progress and quality of the workmanship? \_\_\_\_\_  
B. If no, how often does the owner of the firm visit the job site? \_\_\_\_\_  
\_\_\_\_\_
5. Number of employees in this firm? \_\_\_\_\_

Please list up to five (5) employees and give their job title, if any, and their total number of years experience in the trade that they currently perform with your company or firm.

		Years Experience
Employee's Name	Job Title (If Any)	
#1. _____	_____	_____
#2. _____	_____	_____
#3. _____	_____	_____
#4. _____	_____	_____
#5. _____	_____	_____

6. Please list up to five (5) employees and give the type of occupational license or trade work permit, with any endorsements, and the number of years that they have had their license or permit. Also, if the owner works on the job site or is a supervisor, please provide the same information concerning his/her license or permit.

		Years Licensed
Employee's Name	Occupational License or Trade Work Permit	
#1. _____	_____	_____
#2. _____	_____	_____
#3. _____	_____	_____
#4. _____	_____	_____
#5. _____	_____	_____

Owner: \_\_\_\_\_

**BID FORM** (page 2)

**Food Service -- Labor & Contracted Services**

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7. Has the owner or any employee ever had their occupational license or trade work permit revoked? \_\_\_\_\_  
A. If yes, please state the reason. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. The percentage of **markup** on all materials and supplies purchased by bidder's firm and charged to the DISTRICT in connection with any project. \_\_\_\_\_%
9. Do you plan to have a representative service our school district regularly? \_\_\_\_\_  
\_\_\_\_\_
10. List any exclusions from this bid. (If more room is needed, please attach additional pages.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As a suggestion, it is recommended that the bidder circle any types of labors, skilled trades, and contracted services that they wish to be considered for and can be provide to the District.

**Electrician / Refrigeration Services**

**Fire & Safety Inspection & Services**

**Food Service Equipment Installations & Repair Services**

**Plumbing Services**

**Vent-A-Hood & Exhaust System Installations, Repair, & Cleaning Services**

**Waste Disposal & Pickup**

List any additional labors, skilled trades, or contract services that you, the bidder, wish to be considered for that are not listed above.

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