

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

Supplies & Equipment

(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 8 - 19.

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October 2, 2009

The Big Spring Independent School District is accepting bids for "**Food Service -- Supplies & Equipment**" 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 supply and equipment categories. There is **NO** guaranteed annual volume to any bidder; the amount purchased during the course of this contract period shall be 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 supplies, materials, and equipment 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 -- Supplies & Equipment
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 Eleventh 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 -- Supplies & Equipment

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 purchase food and non-food supplies and equipment to be used by the District in the Food Service Department during the contract period of December 1, 2009, through November 30, 2010. Generally, all bidders completing and returning the "**Bidder's Information**" sheets and the "**Bid Form**" will be placed on the "**Approved Vendors List**".

The "**Approved Vendors List**" is used to purchase additional supplies and equipment during the contract period that are not covered with the Food Service Department's normal bids. These purchases can take place through an outright purchase with a purchase order or by the taking price quotes by phone or fax and buying from the lowest responsible quoter. The District reserves the right to continue to purchase other supplies and equipment 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 or volume purchased during the contract period shall be exactly determined by the District's needs.

Below is a list of general supplies, material, and equipment required by the District's Food Service Department.

Cloth Goods (Baker Pads/Pan Grabbers, Aprons, Dish Towels, Oven Gloves, etc.)

Custodial & Janitorial Supplies & Equipment

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

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

New Products any product new to the market

Supplies (Food Preparation Utensils, Flatware, Knives, Pots & Pans, Serving Trays, Serving Utensils, Storage Racks & Shelving, Thermometers, Utility Carts, etc.)

Safety Supplies & Equipment

Food Service -- Supplies & Equipment
Bid Opening Start Date: October 15, 2009

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

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

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.

INSTRUCTIONS TO BIDDERS

2. BID SUBMISSION:

- A. Bidder's 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 -- Supplies & Equipment
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, etc. of any items on the submitted bid must be noted on the bid forms by the bidder. If a minimum shipment is required on any item, it **MUST** be stated on the bid.

5. F.O.B. DESTINATION & FREIGHT PREPAID:

All deliveries shall be F.O.B., Destination, Freight Prepaid, with delivery to the Big Spring Independent School District's various campuses and warehouses as specified by the Foods Service Director. All shipping costs may be added to the invoice if agreed to by the Food Service Director.

6. CATALOGS:

- A. Please include a current catalog or price list with the returned bid forms, **if one is available**. Many vendors choose to provide a special catalog or price list that they have produced on their computer. This is perfectly acceptable. The catalog or price list does not have to be one that that has been published or distributed before.
- B. Also, the bidder shall provide the DISTRICT with any catalogs, flyers, and sale catalogs, **if one is available**. A list of addresses for catalog deliveries is usually attached at the end of the general stipulations and conditions.

7. SAFETY REQUIREMENTS:

The bidder shall provide the DISTRICT with all supplies, equipment, and machinery that comply with the Safety Regulations as required by **OSHA**.

8. 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.

GENERAL BID CONDITIONS

9. 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.

10. 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.

11. ANNULMENTS AND RESERVATIONS:

- A. The DISTRICT also reserves the right to inspect and reject all materials and products 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.

- 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, materials and/or products inferior 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. 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 will continue to stock some supplies and equipment in our Central Warehouse and reserves the right to continue purchasing these materials through a separate sealed bid process.

- D. 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.

- E. The DISTRICT reserves the right, if at any time, the bidder fails to fulfill or abide by the General Stipulation 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.

- F. 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.

12. 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.**

13. GUARANTEE & WARRANTY:

The warranty conditions for all supplies, furniture and/or equipment shall be considered the manufacturer's minimum standard warranty unless the DISTRICT otherwise agrees in writing. Bidders shall be authorized dealers, distributors, or manufacturers for the products being bid. All materials and equipment shall be **NEW** unless clearly stated in writing.

14. COMPLIANCE AND RIGHT OF SELECTION:

- A. The bidder shall abide by and comply with the true intent of the General Stipulation 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.

15. QUALITY OF FOOD ITEMS:

- A. State and Federal Inspection for wholesomeness is required for all meat products, and related meat packing house products.
- B. All beef, poultry, and pork products must be USDA graded, as specified in current United States and Federal Specifications for that product. Only the Federal grade for quality will be acceptable to the DISTRICT.
- C. **Imported beef or products** consisting substantially of beef that has been imported **CAN NOT** be purchased by the Big Spring Independent School District according to the Agriculture Code 150.012 (V.A.T.S.). If products are found to be imported after purchase, all related fines and fees will be paid by the bidder.
- D. **Imported dairy products** including milk, cream, butter, cheese, or any product consisting largely of imported dairy products **CAN NOT** be purchased by the Big Spring Independent School District according to the Health & Safety Code 435.021 (V.A.T.S.). If products are found to be imported after purchase, all related fines and fees will be paid by the bidder.

- E. All products sold to the District under this contract will to the maximum extent practicable be **domestic food commodities or products**. The term "domestic food commodities or product" means agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. "Substantially" means that over 51 percent of the processed food comes from American-produced products.

16. 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 filled with the bid in a separate envelope marked "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION".

17. 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, 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.
- E. Back orders are **NOT** normally accepted by the DISTRICT. Normally the DISTRICT will cancel any items that need to be back ordered and will reorder at a later date when the item is in stock. In the event of an unusual item that needs to be back ordered, Big Spring Independent School District purchase department shall be notified, thereby given the option to cancel, order from another source, or wait for delivery.

18. 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

19. PACKAGING & DELIVERY:

- A. All materials delivered on this contract must be securely packed for proper protection in accordance with accepted trade practices, except where noted. All materials, where applicable, must be delivered in the manufacturer's original sealed container.
- B. Deliveries must be made to each designated location as indicated by the Food Service Director after issuance of orders.

Deliveries shall be F.O.B., Destination, and made on weekdays between the hours of 6:30 A.M. and 2:30 P.M. The DISTRICT will not pay freight bills on items sent collect.

- C. A packing slip and/or delivery ticket shall be included in each shipment. This ticket shall contain the following information for each item delivered: **purchase order number**, name of the articles or products, date of shipping, and the name of the company. **FAILURE TO COMPLY WITH THIS CONDITION SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS OR SERVICES ORDERED.**
- D. The DISTRICT must be provided with one copy of the materials safety data sheets (MSDS) for all hazardous materials purchased from this bid. The successful bidder will enclose the MSDS form with the packing slip.
- E. All substitutions must be approved by the Food Service Director and must be of equal or higher quality and charged at the original price unless approved in advanced.

20. BILLING, PAYMENT & DISCOUNTING:

- A. All invoices 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 item, quantity, the unit price, total price, and shipping charges, if applicable. 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. If a cash discount is allowed for prompt payment, please indicate on the invoice. Also, any penalty for a delayed payment must be stated on the invoice/statement.

BIDDER'S INFORMATION (page 1)

Food Service -- Supplies & Equipment

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

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 deliver to the Big Spring Independent School District the supplies, materials, and equipment 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 Supplies and Equipment 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 -- Supplies & Equipment

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

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 -- Supplies & Equipment

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

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 (7th) 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 (7th) 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 11th 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

Superintendent: Steven Saldivar

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.

OFFICE USE ONLY

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 -- Supplies & Equipment

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

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 -- Supplies & Equipment

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

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 -- Supplies & Equipment

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

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 -- Supplies & Equipment

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REQUIREMENTS FOR CONTRACTS OVER \$100,000

Certification Regarding Lobbying

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

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.

Name of Organization

Address of Organization

Printed Name & Title of Submitting Official

Signature

Date

BIDDER'S INFORMATION (page 8)

Food Service -- Supplies & Equipment

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

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 1st 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 -- Supplies & Equipment

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

Discount pricing (Check the one that applies to your bid.)

- A. No Discount off any price for the contract period.
- B. _____ % Discount off the **published catalog** for the contract period (exceptions must be listed on item #6). The published catalog **may** change periodically but the percentage discount off can **not** change during the contract period.
- C. _____ % Discount off the **trade catalog** for the contract period (exceptions must be listed on item #6). The trade catalog **may** change periodically but the percentage discount off can **not** change during the contract period.
- D. _____ % Discount off the **retail marked price** for the contract period (exceptions must be listed on items on item #6). The retail marked price **may** change periodically but the percentage discount off can **not** change during the contract period.
- E. Other (Please write out) _____

- 2. Will this discount apply to quantity price brackets normally available for quantity purchases?

- 3. Will this discount apply to special flyers or sale catalogs during the contract period?

- 4. Will there be a charge for shipping or delivery to our central warehouse or the designated site as requested by the Food Service Director?

- 5. a. Do you plan to have a representative service our school district regularly?

- b. If YES, at what intervals? Also, list their name, address, and **phone #**.

- c. If NO, what is your customer service **phone #**?

- 6. List any exclusions from the discount:

