

Big Spring Independent School District

Business Office

708 East 11th Place

Big Spring, Texas 79720-4648

(432) 264-3620 • Fax (432) 264-3646

Maintenance & Transportation 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 9 - 15

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October 2, 2009

The Big Spring Independent School District is accepting bids for "**Maintenance & Transportation -- Supplies and 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 package that will enable you to make a bid in the different 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 that 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 SHOULD BE PLAINLY MARKED IN THE LOWER LEFT CORNER.

**Maintenance & Transportation -- 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 that you may need in order to make this bid, please contact Wayland Pierce 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

Maintenance & Transportation -- 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 supplies and equipment to be used by the District in the Maintenance and Transportation Departments for general repair and maintenance of existing equipment and facilities 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 by the District's different departments to purchase supplies, materials, and equipment during the contract period. These purchases 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 purchase some of the 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, materials, and equipment required by the District. **It is recommended that the bidder attach a list of the types of supplies, materials, and equipment that can be supplied to the District, if available.**

Transportation Supplies & Equipment Required

Automotive Parts for Cars, Trucks, Vans & Buses (Water Pumps, Fuel Pumps, Brake Shoes & Pads, Master Cylinders, Hydraulic Hoses, Air Hoses, Water & Heater Hoses, Batteries, Wiper Blades, Tune-Up Kits, Filters, Bolts, etc.)

Automotive Parts -- Dealer Exclusive Items for Chevrolet Cars & Trucks, Dodge Vans & Trucks, Ford Vans & Trucks, GMC Trucks and International & Ford Buses, and Other Brands of Trucks & Buses

Automotive Paints & Supplies

Bus Hardware & Parts (Seat Covers, Seat Belts, Heater Parts, Switches, Bus Video Monitor Systems, etc.)

Chemicals (Anti-Freeze, Plastic & Rubber Treatment, Silicone Lube, etc.)

Fuel Additive

Fuel Pump Station & Computerized Fuel Pumping System Supplies & Equipment

Ground Equipment Parts for Toro Riding Lawn Mowers, Case Tractor, John Deere Tractor, International Tractor, Ford/Nissan Forklift

Mobile Radios & Parts

Oils & Lubricants

Shop Tools & Equipment (Hand Tools, Pneumatic Tools, Electric Tools, Steam Cleaner, Jacks, Lifts, Parts Cleaner, Wheel Balancer, Tire Chanter, Battery Charger, Air Compressor, Drill Bits, Oil Recovery Systems, Freon Recovery Systems, Anti-Freeze Recovery Systems, etc.)

Maintenance Supplies & Equipment Required

Athletic & Playground Equipment (Basketball Backboards & Rims, Sports Clocks & Scoreboards, Playground Equipment, etc.)

Asbestos Abatement Supplies & Equipment (Filters & Cartridges, Respirators, Fiber Drums, Vacuums, Vacuum Bags, Negative Air Machines, Tyke Coveralls, Poly Wrap, Asbestos Disposable Bags, etc.)

Acoustical Ceiling (Tiles, Ceiling Grids & Tees, Wall Angles, Insulation & Associated Hardware, etc.)

Bell & Clock Systems, Parts & Equipment

Chemicals & Chemical Application Supplies & Equipment (Water Tower Treatment, Chilled & Hot Water Treatments, Fertilizer, Herbicide, Pesticide, etc.)

Carpentry Shop Supplies, Tools & Equipment (Drills & Drill Bits, Glues, Nails, & Screws, Sandpaper, Hand Tools, Electric Tools, Nail Guns, Planers, Routers, Sanders, Saws, etc.)

Concrete & Masonry Supplies (Ready-Mixed, Pan-Crete, Mortar Mix, Cinder Block, Bricks, Reinforcement Wire & Rods, etc.)

Custodial and Janitorial Supplies & Equipment

Electrical Supplies & Equipment (Lights Bulbs, Ballast, Light Fixtures, Wiring, Electrical Boxes, Connectors, Switches, Conduit, etc.)

Electric Motors for Fans, Pumps, Blowers, etc.

Fencing Supplies (Poles, Rails, Tension Bars, Chain Link Fence, Bands, Gates, Hinges, etc.)

Fire Alarm Supplies & Equipment (Control Panels, Wiring, Smoke Detectors, Pull Stations, Horns, Strobe Lights, etc.)

Food Service Equipment & Parts for commercial & non-commercial equipment (Parts for Stoves, Refrigerators, Freezers, Dishwashers, plus New Replacement Equipment -- Stoves, Refrigerators, Freezers, Dishwashers, Garbage Disposers, Slicers, etc.)

Floor Covering Materials & Supplies (Floor Tile [Non-Asbestos], Tile Glue, Carpet, Cove Base, etc.)

Furniture Repair Hardware

Greenhouse Repair Parts & Supplies

Ground Equipment, Parts & Supplies (Riding Lawn Mowers, Power Lawn Mowers, Weed-Eaters, Edgers, Blowers, Tractors, Tillers, Forklifts, Hydraulic Hoses, etc.)

HVAC Parts, Supplies & Equipment

Lawn & Ground Irrigation Systems, Supplies & Parts (Water Cannons, PVC Pipes & Connectors, Automatic Controls, Lawn Sprinkler Heads, Water Hoses, etc.)

Lock Shop Supplies, Hardware, Tools & Equipment (Keys, Door Handles, Panic Bars, Door Closures, Key & Lock Lubricants, etc.)

Locker Repair Hardware

Lumber, Wood, & Hardware, etc.

Structural Steel (Metal Siding, Decking, & Roofing Supplies, Construction & Framing Metal, Sheet Metal, Angle Iron, Tubing, etc.)

Paint Shop Supplies, Tools & Equipment

Plumbing Supplies, Tools & Equipment

Public Address Systems, Parts & Equipment

Roofing Supplies & Equipment

Safety Supplies & Equipment

Signs (Traffic Signs, Safety Signs, ADA Compliant Signs, Custom Signs, Stencils, etc.)

Security System Supplies & Equipment (Control Panels, Sensors, Contacts, etc.)

Telephone Supplies & Equipment

Top Soil, Sand, Gravel, Paving Materials, etc.

Welding Shop Supplies, Tools & Equipment (Gases, Welding Rods, Grinding Discs, Brushes, Gloves, etc.)

Windows & Window Hardware, Glass, Doors, Door Frames & Door Hardware, etc.

Maintenance & Transportation -- 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 date and the time specified on the front of this "Invitation for Bids". 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:

Maintenance & Transportation -- 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 Central Warehouse, 3600 East 11th Place Extension, Big Spring, Texas 79720 or to the job site specified by the Maintenance or Transportation Director. All shipping costs may be added to the invoice if agreed to by the Maintenance Director or Transportation 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 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, 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, 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 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 / 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))

15. **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".

16. 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 in 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 Maintenance Director or Transportation 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.

17. SALES & MARKETING REPRESENTATIVE:

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

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

18. 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 the DISTRICT's central warehouse (address listed below) or to the job site specified by the Maintenance Director or Transportation Director:

Big Spring Independent School District
Central Warehouse
3600 East 11th Place Extension
Big Spring, Texas 79720

Deliveries shall be F.O.B., Destination, and made on weekdays between the hours of 7:30 A.M. and 4:00 P.M. The DISTRICT will not pay freight bills on items sent collect, but all shipping cost may be added to the invoice.

- 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 Maintenance Director or Transportation Director and must be of equal or higher quality and charged at the original price unless approved in advanced.

19. 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

Maintenance & Transportation -- 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 Maintenance and Transportation 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)

Maintenance & Transportation -- Supplies & Equipment

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)

Maintenance & Transportation -- Supplies & Equipment

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

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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 (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

BID FORM

Maintenance & Transportation -- 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 job site as requested by the Maintenance Director or Transportation 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:

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As a suggestion, it is recommended that the bidder **circle** any types of supplies, materials, and equipment that they wish to be considered for and can be supplied to the District.

Transportation Supplies & Equipment Required

Automotive Parts for Cars, Trucks, Vans & Buses
Automotive Parts -- Dealer Exclusive Items
Automotive Paints & Supplies
Bus Hardware & Parts
Chemicals
Fuel Additive
Fuel Pump Station & Computerized Fuel Pumping System Supplies & Equipment
Ground Equipment, Parts
Mobile Radios & Parts
Oils & Lubricants
Shop Tools & Equipment

Maintenance Supplies & Equipment Required

Athletic & Playground Equipment
Asbestos Abatement Supplies & Equipment
Acoustical Ceiling
Bell & Clock Systems, Parts & Equipment
Chemicals & Chemical Application Supplies & Equipment
Carpentry Shop Supplies, Tools & Equipment
Concrete & Masonry Supplies
Custodial and Janitorial Supplies & Equipment
Electrical Supplies & Equipment
Electric Motors for Fans, Pumps, Blowers, etc.
Fencing Supplies
Fire Alarm Supplies & Equipment
Food Service Equipment & Parts for commercial & non-commercial equipment
Floor Covering Materials & Supplies
Furniture Repair Hardware
Greenhouse Repair Parts & Supplies
Ground Equipment, Parts & Supplies
HVAC Parts, Supplies & Equipment
Lawn & Ground Irrigation Systems, Supplies & Parts
Lock Shop Supplies, Hardware, Tools & Equipment
Locker Repair Hardware
Lumber, Wood, & Hardware, etc.
Structural Steel
Paint Shop Supplies, Tools & Equipment
Plumbing Supplies, Tools & Equipment
Public Address Systems, Parts & Equipment
Roofing Supplies & Equipment
Safety Supplies & Equipment
Signs
Security System Supplies & Equipment
Telephone Supplies & Equipment
Top Soil, Sand, Gravel, Paving Materials, etc.
Welding Shop Supplies, Tools & Equipment
Windows & Window Hardware, Glass, Doors, Door Frames & Door Hardware, etc.

