

Big Spring Independent School District

Business Office

708 East 11th Place

Big Spring, Texas 79720-4648

(432) 264-3640 • Fax (432) 264-3646

**Career & Technical Education
and Supplemental Instructional
Supplies & Equipment Bid**

Creates an Approved Vendors' List

Contract Period: September 1, 2012, through August 31, 2013

Bid Opening Start Date: July 10, 2012

All Bids Are Due By: July 31, 2012 @ 4:00pm

If you or your company wishes to be placed on the approved vendors' lists, please fill out and return the "Bidder Information" sheets and the "Bid Forms"

Information is included in the letter with instructions about how to obtain these forms.

Big Spring Independent School District

Business Office

708 East 11th Place

Big Spring, Texas 79720-4648

(432) 264-3620 • Fax (432) 264-3646

June 29, 2012

The Big Spring Independent School District is accepting bids for "Career & Technical Education and Supplemental Instructional Supplies & Equipment" for the contract period of September 1, 2012, through August 31, 2013. 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. Bid documents may be obtained in any one of the following ways:

1. Via the internet at www.bsisd.esc18.net. Bid documents can be accessed on the home page under Administration and Business Office choosing the link "**RFP and Bid Information**".
2. By contacting Susan Bryan at 432-264-3620, and requesting that a copy of the bid document be mailed to your place of business.
3. By picking up a copy of the bid document at our Business Office, located at 708 East 11th Place, Big Spring, Texas.

Both the **Terms and Conditions** and the **Bidder's Information/Bid Form** are located on the website. Only the **Bidder's Information/Bid Form** must be completed and returned. Generally, all vendors returning the appropriate bid forms will be added to the District's list of approved vendors that the instructional personnel may use for purchases during the contract period. 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 actual needs.

Please take the time to fill out, sign, 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 upcoming school year.

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

Susan Bryan, Assistant Business Manager
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.

| |
|--|
| <p>Career & Technical Education and Supplemental Instructional -- Supplies & Equipment Bid Opening Start Date: July 10, 2012 All Bids Are Due By: July 31, 2012 @ 4:00 pm</p> |
|--|

We would appreciate your bidding on this annual contract. If there is any additional information that you may need in order to make this bid, please contact Debbie Green, Business Manager, or myself.

Sincerely,

Susan Bryan
Assistant 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

June 29, 2012

Invitation for Bids

GENERAL STIPULATIONS AND CONDITIONS

ALL VENDORS AWARDED 2012-2013

Contract Period: September 1, 2012, through August 31, 2013

**Career & Technical Education Supplies & Equipment
and**

Supplemental Instructional Supplies & Equipment

Bid Opening Start Date: July 10, 2012

All Bids Are Due By: July 31, 2012 @ 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 instructional programs at our various campuses for the contract period of September 1, 2012, through August 31, 2013. Generally, all bidders properly completing and returning the "**Bidder's Information**" sheet and the "**Bid Forms**" will be placed on the District's "**Approved Career & Technical Education and Supplemental Instructional Supply Vendors**" list. During the contract period, the District's instructional personnel will use the list for their purchasing needs, or they may use the list for taking price quotes, but they must follow established District purchasing procedures concerning all orders. The quantities and types of materials ordered will be determined at the time of the order. There is **NO** guaranteed annual volume to any bidder; the amount or volume ordered during the contract period shall be determined by the District's actual needs. The District reserves the right to continue to purchase some of the supplies and equipment through a separate bid.

Supplemental Instructional Supplies & Equipment

Big Spring Independent School District

This approved vendor list is for any company that has not already been placed on any other vendor list. This is our last major multi-vendor **INSTRUCTIONAL BID** this school year. All school ordering parties are instructed to order from an "Approved Vendor", so if your company is not on one of our "Approved Vendor Lists" then all orders will be re-directed to an Approved Vendor that can supply the same type of items. It is highly recommended that your company fill out the attached bid packet. The only pages that are required to be returned are pages 11-15.

Career and Technical Education

Big Spring Independent School District

Career and Technical Education is a diversified educational program that involves both academic and hands-on learning. The purpose is to give the students some realistic experience in the areas listed below. The following list of materials and equipment is not a complete list, but is a general list of common items needed. All Career and Technical Education programs use academic materials (e.g., textbooks, workbooks, audio-video visual materials, etc.) related to their subject area that we have not listed. The best way to determine if your company can supply materials to the Career and Technical Education program is to view the course offered as an industry or trade. If your company would supply that industry or trade, then your company could possibly supply our needs on a smaller scale.

Trades And Industries

(Includes: Automotive Technology, Metal Trades, and Electrical Trades)

Materials Used:

Welding supplies and equipment -- fuels (oxygen, acetylene, argon, etc.), rods (electrodes, flux coated brass, etc.), cut off blades, grinding discs, brushes, hammers, safety equipment and clothing, etc.

Electrical supplies and equipment -- wire, connectors, tools, boxes, switches, and safety equipment and clothing, etc.

Automotive supplies and equipment -- overhaul and repair parts, tools, diagnostic equipment, lubricants, safety equipment and clothes, etc.

Building supplies and equipment -- woods, adhesives, drafting supplies and equipment, screws and hardware, saw blades (circular, band, jig, etc.), concrete, masonry supplies, building supplies, etc.

Home Economics

Materials Used:

Foods, cooking utensils and equipment, sewing supplies and equipment, fabrics, child care supplies, furniture, decorating supplies and accessories, etc.

Marketing Education

Materials Used:

Printing supplies (inks, fonts, etc.), checkout counter supplies and equipment, office supplies and equipment, display supplies and equipment (e.g., mannequins, decorations and accessories), etc.

Business Education

(includes Office Education, Computers, Accounting, Bookkeeping, Keyboarding, etc.)

Materials Used:

Office and computer supplies, equipment and furniture, paper products, ledgers, workbooks, software, etc.

Industrial Technology

Manufacturing Technology (in woods, plastics and metals), Building, Construction & Manufacturing Graphics (drafting)

Materials Used:

Woods, adhesives, drafting supplies and equipment, plotter supplies and equipment, papers (drafting), screws and hardware, saw blades (circular, band, jig, etc.), concrete, masonry supplies, building supplies, etc.

**Career & Technical Education Supplies & Equipment
and
Supplemental Instructional Supplies & Equipment
Bid Opening Start Date: July 10, 2012**

All Bids Are Due By: July 31, 2012 @ 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 this contract.
- C. The DISTRICT will receive sealed bid proposals until the date and time stated on the first page. Immediately following the deadline for receiving the sealed bid proposals, they will be opened and read. All interested bidders are invited to the opening in the Business Office. 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:

August 9, 2012

- D. After the Board of Trustees of the Big Spring Independent School District have evaluated and approved the bids, the DISTRICT will provide a notice of award to each bidder.

INSTRUCTIONS TO BIDDERS

2. **BID SUBMISSION:**

- A. Bidder's must submit their bids on the "**Bid Forms**" and "**Bidder's Information**" form enclosed. Bidders should make a copy of the returned "**Bid Forms**" and "**Bidder's Information**" form 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:

Susan Bryan, Assistant Business Manager
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:

**Career & Technical Education Supplies & Equipment
and
Supplemental Instructional Supplies & Equipment
Bid Opening Start Date: July 10, 2012
All Bids Are Due By: July 31, 2012 @ 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**" forms (pages 11-15). 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: Susan Bryan, Assistant Business Manager
Big Spring Independent School District

Fax # (432) 264-3646

- F. Bidders who do not bid are requested to notify the DISTRICT in writing that they wish to continue to receive future bids. Failure to notify the DISTRICT in writing **may** result in the bidder being deleted from the DISTRICT's vendor bid mailing list.

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's Information**". By such signature, the bidder agrees to strictly abide by the terms and conditions 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. All shipping costs may be added to the invoice.

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 or have one listed on the Internet. This is acceptable. If the catalog is listed on the Internet, then a reference to the web-site in the returned bid documents is all that is required.
- 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 general accepted 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 ordered during the course of the contract period shall be exactly determined by the DISTRICT's actual needs. The quantities and types of materials ordered will be determined at the time of the order.

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 other Big Spring Independent School Districts' bids 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 arises 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 Stipulations and Conditions, any Special Stipulations and Conditions, and the Specification 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 furniture and/or 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 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 or 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 and rules relating to historically underutilized businesses.
 7. The total long-term cost to the District to acquire the goods or services, and
 8. Any other relevant factor specifically listed in the 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, in 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 envelop 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 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 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 written 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 purchasing department shall be notified, thereby given the option to cancel, order from another source, or wait for delivery.

17. **PACKAGING AND DELIVERY:**

- A. All materials delivered on this contract must be securely packed for proper protection as in accordance with accepted trade practice, except where noted. All materials, where applicable, must be delivered in the manufacturer's original sealed container.
- B. Complete deliveries must be made by the successful vendor to:

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

Deliveries shall be F.O.B., Destination, Freight Allowed 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 purchasing department.

18. **BILLING AND 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 statement. Also, any penalty for delayed payment must be stated on the invoice.

Attachment #1

List of Addresses for Career and Technical Education Catalogs

Big Spring Independent School District
Attn: Purchasing Department
708 East 11th Place
Big Spring, TX 79720-4648

Big Spring Junior High School
Attn: Home Economics Department
624 East 6th Street
Big Spring, TX 79720

Big Spring High School
Attn: Auto Technology Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Industrial Technology Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Business Department
707 East 11th Place
Big Spring, TX 79720

Big Spring Junior High School
Attn: Industrial Technology Department
624 East 6th Street
Big Spring, TX 79720

Big Spring High School
Attn: Career & Technical Education Office
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Marketing Education Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Drafting Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Metal Trades Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Electrical Trades Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Office Education Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Home Economics Department
707 East 11th Place
Big Spring, TX 79720

Big Spring High School
Attn: Business Computer Department
707 East 11th Place
Big Spring, TX 79720

Attachment #2

School Campus Addresses & Grades

Secondary School

| | |
|---|-------------|
| Big Spring High School 707 East 11th Place Big Spring, Texas 79720 | Grades 9-12 |
| Big Spring Junior High School 624 East 6th Street Big Spring, Texas 79720 | Grades 6-8 |
| Big Spring A.E.P. 707 East 11 th Place Big Spring, Texas 79720 | Grades 5-12 |

Elementary Schools

| | |
|---|------------|
| Goliad Elementary School 1801 South Goliad Street Big Spring, Texas 79720 | Grades K-5 |
| Marcy Elementary School 2101 Wasson Drive Big Spring, Texas 79720 | Grades K-5 |
| Moss Elementary School 3200 Fordham Big Spring, Texas 79720 | Grades K-5 |
| Washington Elementary School 1201 South Birdwell Lane Big Spring, Texas 79720 | Grades K-5 |
| Kentwood Pre-Kindergarten 2500 Merrily Big Spring, Texas 79720 | Pre-K |

BIDDER'S INFORMATION
Big Spring Independent School District
Career & Technical Education Supplies & Equipment
and
Supplemental Instructional Supplies & Equipment
Bid Opening Start Date: July 10, 2012
All Bids Are Due By: July 31, 2012 @ 4:00 pm
Contract Period: September 1, 2012 through August 31, 2013

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 Stipulations and Conditions and any Special Stipulations and Conditions throughout the contract period.

(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 way limits competition.

(I) (We) certify that this firm and no 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 Career & Technical Education and Supplemental Instructional Vendors**" list for the contract period:

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

AUTHORIZED PRINTED NAME: _____

TITLE: _____

ADDRESS: _____
(Street Address)

ADDRESS: _____
(PO Box Address)

CITY, STATE, ZIP CODE: _____

TELEPHONE #: _____

FAX TELEPHONE #: _____

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

DATE: _____

BIDDER'S INFORMATION (page 2)
Big Spring Independent School District
Career & Technical Education Supplies & Equipment
and
Supplemental Instructional Supplies & Equipment
Bid Opening Start Date: July 10, 2012

All Bids Are Due By: July 31, 2012 @ 4:00 pm

Contract Period: September 1, 2012 through August 31, 2013

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: _____

**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 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 Brorman Pat Deanda Phil Furqueron Tony Kennedy Ken McIntosh Irene Galan Rodriguez Chad Wash |
| 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
Big Spring Independent School District
Career & Technical Education Supplies & Equipment
and
Supplemental Instructional Supplies & Equipment
Bid Opening Start Date: July 10, 2012

All Bids Are Due By: July 31, 2012 @ 4:00 pm

Contract Period: September 1, 2012 through August 31, 2013

1. **DISCOUNT PRICING** (Check the one that applies to your bid.) The published catalog, trade catalog, or retail marked price **may** change periodically but the percentage discount off can **not** change during the contract period. List any exceptions to the discount offered on the lines on item #8. If your discount is 0%, please mark this down on the appropriate line.

- ☐ A. No Discount off any price for the contract period.
- ☐ B. _____ % **Discount Off** the **published catalog** for the contract period.
- ☐ C. _____ % **Discount Off** the **trade catalog** for the contract period.
- ☐ D. _____ % **Discount Off** the **retail marked price** for 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. **FREIGHT/SHIPPING:** Will there be a charge for shipping and/or delivery to our central warehouse? **If YES, what will be the charge for shipping and/or delivery?**

5. Will each order be packaged separately with a packing slip enclosed or attached and with the purchase order number plainly marked on the outside of the package?

6. 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 number**.

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

7. Where is your Corporate Home Office/Headquarters located?

8. List any **EXCLUSIONS** from the discount:
- _____
- _____

(Please attach any additional pages, as needed to complete the bid.)