San Angelo Independent School District
First Aid and Nursing Supplies
#10-020-09-11

The San Angelo Independent School District is accepting sealed proposals to purchase First Aid and Nursing Supplies based on current catalog/price list/shelf price for items not listed on bid forms. Primary and secondary sources will be selected for the catalog vendors based upon responses to the line item bid portion of this proposal. This will be a multi-year bid with the option to renew for 2 additional one year terms with the consent of both the vendor and San Angelo ISD.

Proposals will be received in the Purchasing Department, 1621 University, San Angelo, TX 76904 until 3PM, Wednesday, August 25, 2010. Proposal envelopes shall be plainly marked on the lower left-hand corner with your company name and the following information:

Sealed Proposal #10-020 For: First Aid and Nursing Supplies
Company Name Do Not Open Until: 3PM - 08/25/10

The bid packet may be found at http://www.saisd.org/bids OR may be obtained from the SAISD Purchasing Department, 1621 University, San Angelo, Texas, 325.947.3759.

Any deviation from our General Terms and Conditions for Bidding and the Special Terms and Conditions must be noted on the Deviation/Compliance Signature form provided.

Proposals will be publicly opened immediately following the specified deadline. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. FAXED PROPOSALS WILL NOT BE ACCEPTED.

After evaluation of all proposals is completed, the Purchasing Department will present a recommendation to the SAISD Board of Trustees at a scheduled meeting. After approval by the Board of Trustees, the bid tab will be posted on the SAISD website at http://www.saisd.org/bids, by October 1, 2010.

Disclosure Statement:
HB 914 requires vendors to submit a conflict of interest questionnaire for gifts given to public officers. HB 914 and this questionnaire may be found on the San Angelo ISD website at www.saisd.org/ HB914.htm. Each vendor desiring to do business with San Angelo ISD is required to familiarize themselves with this law and comply with all requirements. Failure to follow these requirements may result in being removed from the approved vendor list for San Angelo ISD.

The San Angelo Independent School District reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the District.

If additional information should be required, contact the undersigned at 325.947.3759.

Respectfully,

Charity Vasquez
Director of Purchasing
San Angelo Independent School District

First Aid and Nursing Supplies
Request for Proposal #10-020

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YOU DO NOT HAVE TO SUBMIT LINE ITEM PRICING TO BE APPROVED FOR THIS BID, YOU MAY SUBMIT % OFF DISCOUNT PRICING ONLY. (The catalog discount portion of the bid documents.)
San Angelo Independent School District
Special Terms and Conditions
10-020-09-11
% Discount and line item for First Aid/ Nursing Supplies

It is the intention of the San Angelo Independent School District to purchase first aid, nursing supplies and equipment to be used throughout the District. Vendors shall offer a firm percentage (0% - 99%) discount from published catalog price and/or price list and/or shelf price for the length of the contract.

Note: This discount may range from 0% to 99%.

Upon request the vendor may be required to send catalogs and/or price lists to the District at the vendor's expense. The number of catalogs could be as many as fifty (50). Prior to expiration of a catalog, the vendor shall provide the District with updated catalogs. The District will accept CD (catalog) or Internet catalog. Please include a CD or Web Address with proposal submittal. NOTE: At this time, SAISD does not place orders electronically.

The District cannot project the needs for the items that will be ordered via this proposal. Each department/campus will order on an “as needed basis.”

San Angelo ISD will not be responsible for any goods delivered without its purchase order signed by the authorized agent/and or proper authorization from the Purchasing Department.

Vendors must provide Material Safety Data Sheets with each order when applicable.

This will be a multi-award proposal. Primary and Secondary sources will be selected for the catalog vendors based upon responses to the line item portion of this proposal. The SAISD may obtain fax/phone quotes from approved vendors during the contract period.

FAILURE TO RESPOND TO THIS PROPOSAL WILL RESULT IN REMOVAL FROM THE APPROVED VENDOR LIST. This will preclude any campus or department from ordering from your company.

This contract shall be for the period of one (1) year, October 1, 2010 through September 30, 2011. This will be a multi-year bid with the option to renew for 2 additional one year terms with the consent of both the vendor and San Angelo ISD.

The following criteria will be used to award the bid based on the best value for the District.

1. Purchase price
2. Reputation of the vendor
3. Quality of vendor’s goods
4. Extent to which the goods meet the district’s needs
5. Vendor’s past relationship with district
6. Total long term cost to the district to acquire the goods
7. Any other relevant factor listed in the request for proposal
   • Availability of parts and service in our local area
REQUEST FOR PROPOSAL

Bid Name: FIRST AID AND NURSING SUPPLIES

Bid Opening Date and Time: August 25, 2010 – 3PM

Bid Number: 10-020-09-11

Location of Bid Opening: Purchasing Department
1621 University
San Angelo, TX 76904

Contract Time Period: 10/01/2010 – 09/30/2011

The undersigned authorized representative of the vendor indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms, and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and

By submitting a bid, each bidder agrees to waive any claim it has or may have against the San Angelo Independent School District, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.

Offeror agrees to exhaust its administrative remedies under District Policy and the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

Name of Bidding Company ___________________________ Date ______________
Address __________________________________________ Signature of Authorized Representative __________________________
City, State, Zip __________________________________________ Printed name of Authorized Representative __________________________________
Contact Name __________________________________________ Position of Authorized Representative __________________________
Telephone Number of Contact Person __________________________
Fax Number of Contact Person __________________________
E-mail Address of Contact Person __________________________
Web Address __________________________

Purchasing Department
1621 University
San Angelo, TX 76904
325.947.3759
Fax: 325.947.3837
Company Name: ____________________________________________________________

Catalog Title: ____________________________________________________________

Catalog Effective Date: ____________________________________________________

Catalog Expiration Date: ____________________________________________________

Catalog, shelf price, price list, Discount %

Do you accept purchase orders? ____________________________________________

% Discount (0-99%) may be based on catalog price, shelf price, price list, etc.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>Manf. Product #</th>
<th>Price each</th>
<th>Alternate Product</th>
<th>Manf. Product #</th>
<th>Price each</th>
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<tbody>
<tr>
<td>1</td>
<td>Sani-man face shield/lung system</td>
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<td>2</td>
<td>Sani-baby face shield/lung system</td>
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<td>3</td>
<td>Welch Allyn 3.5 V battery for otoscope</td>
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<td>4</td>
<td>3M Littmann classic II stethoscope</td>
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<td>5</td>
<td>Advantage Glucometer system</td>
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<td>6</td>
<td>Test strips for Advantage Glucometer system</td>
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<td>7</td>
<td>Otoscope, Welch-Allyn</td>
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<td>8</td>
<td>Welch Allyn Sure Temp thermometer</td>
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<td>9</td>
<td>Neon coban, 3 in.</td>
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<td>10</td>
<td>Coban, 1 in.</td>
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<td>11</td>
<td>Blood pressure cuffs for Adult &amp; Pediatric</td>
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<td>12</td>
<td>Onyx Pulse oximeter</td>
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<td>13</td>
<td>5-drawer mediation cart with lock</td>
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<td>14</td>
<td>Nebulizer tubing with micromist chamber</td>
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<td>15</td>
<td>Nebulizer tubing with pedi mask</td>
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<td>16</td>
<td>4mm adult specula for use with otoscope</td>
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<td>17</td>
<td>2.5 mm pedi specula for use with otoscope</td>
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<td>18</td>
<td>Health-o-meter scale with wheels</td>
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<td>19</td>
<td>1 quart transportable SHARPS container</td>
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<td>20</td>
<td>Adult crutches</td>
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<td>21</td>
<td>Pen lights with pupil gages</td>
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<td>22</td>
<td>1x3 latex free bandages</td>
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<td>23</td>
<td>2x4 X-Large latex free bandages</td>
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<td>24</td>
<td>7/8&quot; round latex free bandages</td>
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<td>25</td>
<td>1x3 knuckle latex free bandages</td>
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<td>26</td>
<td>1x2 finger tip latex free bandages</td>
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<td>27</td>
<td>Cotton tipped applicators</td>
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<td>28</td>
<td>Tonge depressors</td>
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<td>29</td>
<td>Vinyl powder free gloves- All sizes</td>
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<td>30</td>
<td>Elastic bandages- All sizes</td>
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<td>31</td>
<td>Latex free hypoallergenic clear surgical tape</td>
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<td>32</td>
<td>Insta Kool cold compress</td>
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<td>33</td>
<td>1 oz. graduated medicine cups</td>
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<td>34</td>
<td>Kotex maxi pads</td>
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<td>35</td>
<td>Transport chair</td>
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<td>36</td>
<td>Welch Allyn probe covers for sure temp</td>
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</table>
SAN ANGELO INDEPENDENT SCHOOL DISTRICT

GENERAL CONDITIONS FOR BIDDING

1. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.

2. Bids must be received in the Purchasing Department office before the hour and date specified. DO NOT FAX YOUR BID!

3. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.

4. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.

5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

   All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories.

   Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.

6. Installation: the successful bidder shall provide the following services on the items bid, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.

   a. Provide transportation of items to the facility.
   b. Place the items in the proper location within the facility.
   c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
   d. Provide adjustment by a trained installation mechanic.
   e. Remove all debris from site.

7. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. Tax exemption certificate will be furnished upon request.

8. Any catalog, brand name, or manufacturer’s reference used in the bid is descriptive and not restrictive and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder’s name and item number on the bid. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

10. The Board of Trustees of San Angelo Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the District.

11. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.
12. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.

13. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the San Angelo Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the San Angelo Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.

14. It is not the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

   a. the purchase price;
   b. the reputation of the vendor and of the vendor’s goods or services;
   c. the quality of the vendor’s goods or services;
   d. the extent to which the goods or services meet the district’s needs;
   e. the vendor’s past relationship with the district
   f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
   g. the total long-term cost to the district to acquire the vendor’s goods or services; and
   h. any other relevant factor specifically listed in the request for bids and proposals.

15. The contract will be awarded in the best interest of San Angelo Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.

16. Any and all protests regarding San Angelo ISD bidding procedures will be governed by the San Angelo Independent School District Board Policy for Grievances.

17. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.

18. The San Angelo Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.

19. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. SAISD reserves the right to delete vendors that do not respond appropriately.

20. All Bidders must execute the “Affidavit of Non-Collusion”, “Felony Conviction Notification”, “Bidders Certification”, “Debarment and Suspension Certification Form”, “Deviation/Compliance Signature Form”, or “No Bid Notification” enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.

21. Bid results will be presented to the San Angelo Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if $25,000 or greater.

22. It is the policy of the San Angelo Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

23. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature on Bid Document the vendor certifies that:
   a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
   b. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.

2. **CONTRACT MODIFICATION:** No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.

3. **CONTRACT AND PURCHASE ORDERS:** A response to this Bid Document is an offer to contract with the SAISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are accepted by the SAISD and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SAISD Purchasing Department.

   This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder’s signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder’s entire response to the Bid Invitation, (4) the bidder’s Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Tom Green County.

4. **PACKING AND SHIPPING:** (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier’s tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to San Angelo Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.

5. **NO REPLACEMENT OF DEFECTIVE TENDER:** (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.

6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

7. **GRATUITIES:** The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the San Angelo Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

8. **WARRANTIES:** (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
9. **ASSIGNMENT-DELEGATION**: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.

10. **ASSIGNMENT-CLAIMS**: Vendor and the San Angelo Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.

11. **ADVERTISING**: Vendor shall not advertise or publish, without the District’s prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statues.

12. **TITLE AND RISK OF LOSS**: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

13. **INSPECTION**: (If applicable) all goods are subject to final inspection and acceptance by the District. Material/services failing to meet the requirements of this contract will be held at vendor’s risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.

14. **LIENS**: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

15. **INDEMNIFY**: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture of use of any product included in this contract. Upon written requests vendor will defend, at it’s own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgements or decrees rendered in any such legal actions or suits. Vendor will indemnify San Angelo Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

16. **REMEDIES AND APPLICABLE LAWS**: This contract shall be governed by San Angelo Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Tom Green County.

17. **CONFLICT OF INTEREST**: This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of San Angelo Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. **FORCE MAJEURE**: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

19. **RIGHT TO ASSURANCE**: Whenever one party to this contract in good faith has reason to question the other party’s intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. **INTERPRETATION-PAROL EVIDENCE**: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the
trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

21. **COMPLIANCE OF LAWS:** The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the San Angelo Independent School District, termination for non-availability of funding and for prepayment, without penalty.

22. **CHOICE OF LAW:** The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

23. **INFRINGEMENT:** Contractor agrees to protect San Angelo Independent School District from claims involving infringement or copyrights.

24. **TECHNICAL SPECIFICATIONS:** Technical specifications define the minimum acceptable standard.

25. **REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT:** If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor’s delay in the above will constitute the vendor’s material breach of contract, whereupon the SAISD may terminate the vendor’s contract for cause as provided by the remainder of this section.

If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled “Force Majeure,” the SAISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

(a) The vendor’s failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
(b) The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
(c) The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of SAISD.
(d) The vendor’s incomplete response to the Bid Document.
(e) And vendor’s noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the SAISD.

26. **ORDER OF PRECEDENCE:** In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

27. **ERRORS OR OMISSIONS:** The District is not responsible for any bidder’s errors or omissions.
28. **CONFIDENTIAL INFORMATION:** If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.

29. **ADDENDUM:** In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. **It is your responsibility to obtain any addenda that pertains to this bid.** We are no longer mailing the specifications or addenda.

30. **EXTENSION/NON-APPROPRIATIONS CLAUSE:** This contract may be renewed for two additional one year terms if the vendor and the District agree.

31. Price increases for additional year will be negotiated not to exceed the CPI in the San Angelo area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

32. Negotiations for additional years and price restructuring must be completed forty-five (45) days before date of renewal.

33. **INSURANCE REQUIREMENTS** - **PROOF OF INSURANCE WILL BE REQUIRED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS’ COMP.** **INSURANCE LIMITS WILL BE $1,000,000 PER OCCURRENCE ON GENERAL LIABILITY, $500,000 ON AUTO, AND STATUTORY LIMITS ON WORKERS’ COMP.** **THESE REQUIREMENTS APPLY TO ALL CATEGORIES WHERE SERVICES ARE PROVIDED ON A SAN ANGELO ISD SITE.**

**CONSTRUCTION BOND REQUIREMENTS** - **BONDING SURETIES MUST BE QUALIFIED TO DO BUSINESS IN TEXAS AND ACCEPTABLE TO THE DISTRICT.**

**BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID MUST BE SUBMITTED WITH ANY CONSTRUCTION BID.**

**PAYMENT BONDS WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS $25,000.00.**

**PERFORMANCE BONDS WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS $100,000.00.**
FORM A

NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the San Angelo Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal;

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the San Angelo Independent School District concerning this proposal on the basis of any consideration not authorized by law;

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal;

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the San Angelo Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the San Angelo Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District’s selection of a contractor for this RFP.

__________________________________________________________
FIRM NAME

__________________________________________________________
ADDRESS

__________________________________________________________
CITY/STATE/ZIP

__________________________________________________________
TYPED NAME OF REPRESENTATIVE(S)

__________________________________________________________
SIGNATURE OF REPRESENTATIVE(S)

__________________________________________________________
DATE
FORM B

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 owner or operator of the business entity has been convicted of a felony.” The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction.” The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly-held corporation.

Please complete the information below:

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor’s Name: ________________________________

Authorized Company Official’s Name (please print or type): ________________________________

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

Signature of Company Official: ________________________________ Date: _______________

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

Signature of Company Official: ________________________________ Date: _______________

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

Name of Felon(s): ________________________________

Details of Conviction(s): ________________________________

Signature of Company Official: ________________________________ Date: _______________

(Name should be the same as on the affidavit-Form A)

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the San Angelo ISD pursuant to this Contract on any and all San Angelo ISD campuses or facilities. Contractor will not assign individuals to provide services at a San Angelo ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the San Angelo ISD Purchasing Department. Prior to supplying labor services under this Contract, Contractor shall provide a list identifying the individuals, employees and subcontractors that may be assigned to San Angelo ISD along with a letter signed by an appropriate officer of Contractor that affirms compliance with this provision. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to a San Angelo ISD campus or facility, but in any case, annually on the anniversary date of this Contract, if applicable.
FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) “Nonresident bidder” means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) “Texas resident bidder” means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _______________________________ is a Resident Bidder of Texas as defined in HB 620.

Signature __________________________________________________________

Print Name _________________________________________________________

I certify that _______________________________ is a Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

___________________________________________________________

(City and State)

Signature __________________________________________________________

Print Name _________________________________________________________
DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Contractors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

♦ Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§-36).

Vendor Name: ____________________________________________________________

Vendor Address: __________________________________________________________

________________________________________________

________________________________________________

Vendor Telephone: ________________________________________________________

Authorized Company Official’s Name: ________________________________________

(printed)

Signature of Company Official: _____________________________________________

Date: ____________________________________________________________________
CONFLICT OF INTEREST QUESTIONNAIRE
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.

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

Adopted 06/29/2007
Form W-9 (Rev. 1-2005)  
Request for Taxpayer Identification Number and Certification  
Give form to the requester. Do not send to the IRS.

**Part I**  
Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II**  
Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition of an abandoned of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an IRA, etc. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).
- Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.
- If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:
  1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  2. The treaty article addressing the income.
  3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example: Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if he or she stays in the United States for more than 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on any or all of his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you under certain conditions are required to withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called “backup withholding.” Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester a correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividends only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name
If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without notifying the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the “Name” line. You may enter your business, trade, or “doing business as” (DBA) name on the “Business name” line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for “Other” and enter “LLC” in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding
If you are exempt, enter your name as described above and check the appropriate box for your status. If you are also exempt from backup withholding, enter the “Exempt from backup withholding” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should also complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities,
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 674(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

<table>
<thead>
<tr>
<th>IF the payment is for ...</th>
<th>THEN the payment is exempt for ...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt recipients except for 9</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt recipients 1 through 12. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker</td>
</tr>
<tr>
<td>Brokerage transactions and patronage dividends</td>
<td>Exempt recipients 1 through 5</td>
</tr>
<tr>
<td>Payments over $500 required to be reported and deemed sales over $50,000</td>
<td>Generally, exempt recipients 1 through 7.</td>
</tr>
</tbody>
</table>

1See Form 1099-MISC, Miscellaneous income, and its instructions.

2However, the following payments made to a corporation (includinggross proceeds paid to an attorney under section 804(b)), even if the attorney is a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal securities agency.

Part I. Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN or EIN, if you have one. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of names and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/onliness-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-4 but do not have a TIN, write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradeable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding. For all other payments, the 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.
Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt From Backup Withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. All payments include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account: Give name and EIN of:

<table>
<thead>
<tr>
<th>1. Individual</th>
<th>The individual</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the individual on the account</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor</td>
</tr>
<tr>
<td>4. Other revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee</td>
</tr>
<tr>
<td>5. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner</td>
</tr>
<tr>
<td>6. Sole proprietorship or single-owner LLC</td>
<td>The owner</td>
</tr>
<tr>
<td>7. Legal entity</td>
<td>The corporation</td>
</tr>
<tr>
<td>8. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>9. Broker or registered nominee</td>
<td>The broker or nominee</td>
</tr>
<tr>
<td>10. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity</td>
</tr>
</tbody>
</table>

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an EIN, that person's number must be furnished.

Cite the minor's name and furnish the minor's EIN.

You must show your individual name and you may also enter your business or "EIN" name on the second name line. You may use either your EIN or BN if you have one. If you are a sole proprietor, IRP encourages you to use your EIN.

List first and circle the name of the legal trust, estate, or pension plan. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payor. Certain penalties may also apply.
FORM G

DEVIA TION/COMPLIANCE FORM

COMPANY NAME

ADDRESS       CITY   STATE

PHONE NUMBER     FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

☐ No Deviation

☐ Yes Deviations

If yes is checked, please list below.

________________________________________________________________________

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________________________________________________________________________
The San Angelo Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product

_____ Quantities offered are too small or too large to be supplied by my company. (please circle one of the underlined)

_____ Specifications are “too tight” or written around a particular product. (Please elaborate on this item)

_____ Cannot bid against manufacturer or jobber on this item. (please circle one of the underlined)

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a contract by SAISD when you felt you were low bidder.

_____ Other...

Please indicate your choice for remaining on San Angelo ISD’s bid list.

_____ I wish to remain on bid list.  _____ I do not wish to remain on bid list.

VENDOR’S SIGNATURE ___________________________ DATE ___________________________
FORMS CHECKLIST

☐ Completed – Non Collusion Statement - Form A
☐ Completed – Felony Conviction Notice - Form B
☐ Completed – Bidders Certification – Form C
☐ Completed – Debarment and Suspension Certification – Form D
☐ Completed – Conflict of Interest Questionnaire (CIQ) – Form E
☐ Completed – W-9 – Request for Taxpayer Identification Number – Form F
☐ Completed – Deviation/Compliance – Form G

or

☐ No Bid Notification – Form H