



**NOTICE OF INVITATION TO BID
BOARD OF EDUCATION RFP #633**

Request for Proposal for **Unleaded Gasoline, Diesel Fuel Purchase (including storage tanks) and Delivery** will be received in the office of the Business Manager, 416 Glendale Drive, Burkburnett, Texas until **2:00 PM THURSDAY, March 22, 2018.**

The contract term is for three (3) years from August 1, 2018 to August 31, 2021. Ten separate attachments are included in this bid and are listed as follows:

1. Invitation to Bid	Page 1
2. Instructions to Bid	Page 2 -4
3. Fuel Specifications	Page 5 - 7
4. Fuel Specifications II	Page 8 -10
5. NON-COLLUSION/Debarment	Page 11
6. Certification Sheet	Page 12
7. Specification Compliance Certification	Page 13
8. Felony Conviction	Page 14
9. Conflict of Interest	Page 15
10. Criteria Sheet	Page 16

The undersigned authorized representative of the bidding company indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the bidding company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms (whether in printed or electronic form), and the General Terms and Conditions and Item Specifications associated with this Bid Invitation
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
4. That if any part of this bid is accepted, he/she will furnish all products or services awarded under this bid 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
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

Name of Bidding Company

Date

Address

Signature of Authorized Representative

City, State, Zip

Printed Name of Authorized Representative

Telephone Number / Fax Number

Position or Title of Authorized Representative

BURKBURNETT INDEPENDENT SCHOOL DISTRICT
General Terms, Conditions, and Instructions

STATEMENT OF INCLUSION/APPLICABILITY: The following terms and conditions are included in this bid in order that they shall become a part of any contract resulting from this bid and the Successful Bidder will be required to abide by these terms and conditions. A response to this Bid Invitation is an offer to contract with the Burkburnett ISD (BISD) and its members based upon the Item Specifications and the General Terms and Conditions contained in the Bid Invitation. All potential bidders should review these terms and conditions in detail, and make any comments relative to these provisions in the written questions submitted prior to the deadline for clarification.

BIDS: Your bid prices and additional bid information (such as alternates, warranty information, deviations, etc.) must be submitted on the forms supplied.

Faxed bids **WILL NOT** be accepted. Fill out and return the BISD forms included in the bid packet to ensure continuity between all bids.

When the successful bidder cannot abide by the terms and conditions of the contract, said bidder shall supply services or products from other sources, with approval of the District, at the contract price. If said bidder delays in the above, the District reserves the right to secure services/product on the open market, with any cost differential to be charged the successful bidder, or to cancel the contract and/or bid. In the latter event, ten (10) days written notice of intention to cancel shall be furnished the successful bidder.

Bids do not become contracts unless and until they are both accepted by the BISD through an Award Notice to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the BISD.

Burkburnett ISD reserves the right to reject any and all bids and to award the bid on the basis of the best interest of the school district and to waive technicalities.

RECEIPT OF BIDS: Bids received after the specified date and time will not be considered. Late bids will be held in the office of the Business Manager and may be reclaimed by the bidder not more than ten (10) days after the bid opening.

AMENDMENTS/WITHDRAWALS: Amendments to or withdrawals of bids received after the time and date set for the bid opening will not be considered. All bids in the possession of the BISD at the time bids are due shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to withdrawal, amendment, or correction after the due date and time for bid submission as stated in the notice of Invitation to Bid included with the bid invitation.

CONDITIONS: All items will be new and priced separately. Purchasing will be on a selective basis, unless otherwise noted. Use extreme care in preparing this bid. Errors in pricing, failure to deliver and failure to deliver on time will reflect on the bidder's record. The contractor will agree that in the event of an alleged breach of any of the provisions of the contract, the offended party shall, by written notice (delivered by certified mail, return receipt requested), give to the offending party ten (10) days, to correct the alleged breach. In the event said alleged breach is not so remedied within the 10-day period, the offended party may at its discretion give written notice to the offending party to terminate the vendor's contract after the ten (10) day period. The offended party shall consider the contract cancelled and that it intends to be released from all obligations under the contract.

NON-APPROPRIATION OF FUNDING: No term contract or agreement may exceed a period of one (1) year from the approved contract date without specific authorization of the Burkburnett ISD Board of Education. BISD reserves the right to rescind the contract at the end of the fiscal year if it is determined that funding is not available.

BURKBURNETT INDEPENDENT SCHOOL DISTRICT
General Terms, Conditions, and Instructions

PRICING/DELIVERY: BID PRICES ARE TO INCLUDE DELIVERY.

SALES TAX: The members of the BISD are public jurisdictions that are exempt from sales, excise, and use taxes. Tax Exemption Certificates will be provided upon individual requests from the vendor.

QUANTITIES: Quantities are estimated based upon the combined projected needs for participating BISD members during the contract period. The estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, student participation, availability of government commodities or other subsidies, changing market forces, unintentional errors or omissions, and changes in BISD participation. Actual needs may be greater or less than the estimated quantities provided. BISD and its individual members will be allowed to purchase up to twenty-five percent (25%) more or up to twenty-five percent (25%) less than the estimated quantities for any item and still obtain the item at the bid price. BISD reserves the right to increase or decrease (when necessary) the quantity at the time the order is placed.

BID EVALUATION: It is not the policy of the Burkburnett ISD to purchase on the basis of price alone. In evaluating bids submitted, see Criteria Sheet included in Bid. The following are guidelines: (1) price (2) suitability and timing of service (3) past vendor performance (4) the reputation of the vendor and of the vendor's goods/or services (5) the quality of the vendor's goods and/or services (6) the vendor's location and service and delivery capabilities (7) student preferences (8) the warranties offered and the bidder's warranty service history (9) the probability of continuous availability of replacement part/components (10) and where applicable, life cycle cost analysis. (11) Also, when applicable, House Bill 664 will be enforced when it is in the best interest of the District. See Project Award Criteria.

CONTRACT TIME PERIOD: The time period for purchases covered by this contract are for **three (3) years**, stated in the Notice of Invitation to Bid. In the event this contract expires before another bid is awarded, upon the mutual written agreement of the parties, this contract may be extended on a month-to-month basis beyond the expiration of the contract time period.

The transfer, assignment, or subcontracting of contracts is prohibited, and the bidder agrees not to sell, assign, transfer, convey, or subcontract any portion of any contract resulting from this bid invitation without the prior written consent of the BISD.

ADDENDUM: In the event that any changes to this Bid Invitation occur subsequent to the mailing or other delivery of the original Bid Invitation, the changes or corrections to this Bid Invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original Bid Invitation or any previous addendum. Each addendum will be mailed, emailed or faxed to all entities that are known to have received a copy of this Bid Invitation. The BISD is the sole authority for the issuance of any addendum related this bid. Any communications from any person or entity other than the BISD regarding any matters related to this bid are invalid and will have no influence on this Bid Invitation. Each addendum must be acknowledged on the acknowledgment form provided with the addendum. Any required acknowledgment form must be submitted along with the submission of any bid response.

VENUE: This agreement will be construed and governed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Wichita County, Wichita Falls, Texas.

WARRANTIES: By submission of a bid, the bidder warrants that the bidder is an authorized dealer, distributor, or manufacturer for the product(s) being offered, that all items being bid conform to the specifications for which the items are being offered, and that all items supplied under any contract related to this bid invitation will be free from all defects in material, workmanship, and title. A minimum of ninety (90) days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products purchased under this Bid Invitation. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the

BURKBURNETT INDEPENDENT SCHOOL DISTRICT
General Terms, Conditions, and Instructions

defective merchandise from the specified BISD location and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise.

OPEN RECORDS: Following the award of a contract, responses to this RFP are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Open Records Act. Bidders are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential bidders.

INDEMNIFICATION: The Successful Bidder shall indemnify and save harmless the District, its officers, agents, representatives, and employees, from and against any and all claims or losses for physical damage to District property or injury to persons resulting from the negligence or misconduct on the part of the bidder, its agents, employees or representatives. In the event of loss, damage or destruction of any property of the District due to the negligence or misconduct of the Successful Bidder, the bidder shall indemnify the District and pay to the District either the full cost of repair, reconstruction or replacement, at the District's election. Such cost shall be due and payable by the Successful Bidder to the District within ten (10) calendar days after the date of the bidder's receipt from the District of written notice of the amount due.

TEXAS EDUCATION CODE CHAPTER 22: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from servicing at a school district.

ASSIGNMENT-DELEGATION: No responsibility or obligation created by this contract shall be assigned or delegated by the vendor without written permission from the BISD. Any attempted assignment or delegation by the vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

SUBSEQUENT PROPOSALS: The District may elect to issue subsequent proposals and approve additional vendors for the same or similar items/services during the agreement period, if it is determined to be in the best interest of the District. Subsequent proposals will have the same proposal number followed by an alpha character i.e. (Proposal xx-xx-A). Vendors that have responded successfully to the original or a subsequent proposal do not have to respond to other subsequent proposals.

ADDITIONAL INFORMATION: Questions concerning this bid and specifications should be addressed to: Laura Richards, Burkburnett ISD at (940) 569-3326 x 2005. Questions must be submitted in writing no later than **three (3)** working days prior to bid opening to laura.richards@burkburnettisd.org.

GASOLINE AND DIESEL
SPECIFICATIONS RFP #633

SCOPE: This specification describes unleaded gasoline and diesel fuel to be delivered to Burkburnett ISD Bus Barn location, 115 W Kramer Rd. Burkburnett ISD's method of measurement will be used to determine the quantity of fuel delivered. Fuel furnished to these specifications shall meet all federal regulations and Texas Commission on Environmental Quality (TCEQ) requirements.

POSTED TERMINAL PRICE

2.1. Estimated annual usage based on 2016/17 is 6,500 gallons of unleaded gasoline (\$12,000) and 33,725 gallons of diesel (\$62,800). Diesel delivery averages 3300 gallons per delivery and gasoline is 1600 gallons per delivery.

2.2. Quantities are estimated, based on yearly purchases from previous years except as noted. They may decrease or increase. We reserve the right to order as needed. They may also vary depending on commodities available.

2.3. All fuel furnished must meet or exceed specifications as listed. Fuel found to be sub-standard, defective, damaged in shipment, or not as ordered must be accepted for return with shipping charges paid by the Vendor.

2.4. The OPUS or CPC sheet plus the dealer markup shall be the basis for determining the cost to BISD.

VENDOR CONSTANT

3.1. The vendor constant is bid per gallon and is payable only on the number of gallons received by BISD.

3.2. The vendor constant includes petroleum products delivery fee, all loading fees, all freight and delivery charges, other operational overhead costs and the vendor's profit margin.

PRODUCT SPECIFICATIONS: Fuel identified on the solicitation shall comply with the following corresponding requirements, and shall have the level of detergent additives recommended for engines equipped with fuel injection systems. It is the vendor's responsibility to provide the proper type of fuel applicable to the delivery location.

4.1. REGULAR UNLEADED GASOLINE – NIGP NO. 405-15-85-0408: Shall:

4.1.1. Comply with the requirements of ASTM D4814, latest revision.

4.1.2. Comply with the requirements of SAE J312, latest revision.

4.1.3. Have a minimum octane rating of 87, which shall be determined using the R+M/2 method.

4.2. NO. 2 DIESEL FUEL, ULTRA LOW SULFUR – NIGP NO. 405-09-35-3609: Shall:

4.3.1. Meet the requirements of the Texas Administrative Code (TAC) Title 30, Chapter 114, Subchapter H, Division 2, Sections 114.312-114.317 and 114.319, Alternative Emission Reduction Plan 114.318 will be accepted.

4.3.2. Comply with the requirements of ASTM D975, latest revision.

4.3.3. Comply with the requirements of ASTM D1552, latest revision.

4.3.4. Comply with the requirements of ASTM D482, latest revision.

4.3.5. Comply with the requirements of SAE J313, latest revision.

4.3.6. Contain diesel fuel winter additive during the months of December through March.

4.3.7. Have a minimum cetane number of 40.

4.3.8. Have a maximum .0015 weight percent of sulfur.

4.3.9. Have a maximum aromatic content of 35%.

4.3.10. Be free of visible evidence of blue dye 1.4 dialkylamine-anthraquinone.

4.3.11. Contain dye solvent red 164.

PRODUCT QUALITY: Fuel supplied under this purchase order shall be free from contamination.

5.1. Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.

5.2. BISD or its authorized representative, or both, reserves the right to test fuel quality before, during, and after unloading. The fuel will be rejected should test results show the fuel contains contamination.

5.3. The vendor shall be responsible for:

5.3.1. The removal of the fuel from BISD property within three working days after requested to do so, should test results show the fuel contains any contaminants.

5.3.2. All clean-up required to BISD property, storage facilities, and equipment as a result of noncompliance with specifications.

5.3.3. Any and all costs incurred by BISD for any equipment sustaining damage, due to contaminated fuel, delivered by the vendor.

5.4. Any aftermarket additive used shall be identified by brand name or trade name, or both. The manufacturer's additive specifications shall be provided to BISD, upon request. Failure to provide the manufacturer's additive specifications within seven working days of BISD's request will be grounds for purchase order cancellation without further cause. An additive, if used, shall comply with EPA regulations, and shall be compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment and which are disallowed by EPA regulations will not be accepted.

5.5. In the event that gasoline and diesel fuel is mixed in delivery by the successful bidder, said bidder shall be liable for the cost of the products so mixed, but shall not be liable for subsequent damages caused by said admixture, which shall be the responsibility of the successful bidder's insurer.

5.6. In signing the bid proposal, bidder certifies that he is not in collusion with any other bidders on the same commodity. Bidders will be required, if request to supply samples of the fuel they are bidding.

SPILLAGE AND CLEANUP: The vendor shall be responsible for all spillage, which may occur during transit, loading or unloading operations.

6.1. The vendor shall immediately report any spillage to the BISD office that ordered the fuel and clean-up the spillage within one working day of the time of spillage, or other time period as specified by BISD.

6.2. Clean up shall be performed in accordance with EPA and state of Texas guidelines and requirements. Failure to do so will initiate corrective action and charge back to the vendor any costs incurred.

6.3. BISD reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to BISD property. The vendor will be notified of denied access and shall make delivery within one working day of notification.

6.4 BISD will only be charged for fuel received in the tank.

FUEL VAPOR CONTROL: Delivery trucks shall at all times comply with current state of Texas and federal regulations pertaining to fuel vapor control. Respondent is responsible to determine which laws apply to delivery trucks which comply with TAC, Title 30, §115.221 through §115.239.

FEDERAL EXCISE TAXES: BISD is exempt from federal excise taxes on gasoline and diesel fuel.

9.1. The vendor shall provide diesel fuel that is designated for sale as non-taxable.

FUEL STORAGE TANK CAPACITY: Storage tank capacity must be 4000 gallons and includes pumps.

ORDERS: The vendor shall:

12.1. Provide a vendor point of contact and a local or toll free number for the placement of fuel orders.

12.2. Accept telephone orders between 8:00 a.m. and 5:00 p.m., local time, Monday through Friday, excluding regularly observed school holidays (posted on the BISD website).

DELIVERY: The vendor shall:

13.1. Make delivery within one working day of the delivery request time.

13.2. Make delivery between the hours of 7:00 a.m. through 3:00 p.m., CST, Monday through Friday, excluding regularly observed state of Texas and federal holidays 13.3. Coordinate delivery with BISD. Vendor shall deliver fuel only to a location attended by BISD personnel.

13.4. Provide a delivery ticket for each fuel delivery. The delivery ticket shall indicate the number of gallons delivered into the BISD tank.

13.5. Obtain the signature of the BISD employee in attendance on the delivery ticket. One copy of the delivery ticket shall be left with the BISD employee. Failure to provide a delivery ticket with each fuel delivery and failure to obtain BISD employee signature may be grounds for non-payment of the invoice.

METHOD OF MEASUREMENT: Delivered fuel shall be measured by the gallon. BISD's method of measurement will be used to determine the quantity of fuel delivered.

INVOICING INSTRUCTIONS: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached. The original invoice shall be sent to the address shown on the purchase order to ensure timely payment and shall include the following:

15.1. Deliveries shall be invoiced separately and each invoice shall consist of an original and one copy.

15.2. Each invoice shall be itemized.

15.2.8. Unbranded average price for the fuel specified on the day of the delivery.

15.2.9. Type of fuel delivered.

15.2.10. Number of gallons delivered.

15.2.11. State of Texas motor fuel tax, Oil Spill Liability Trust Fund (OSLTF), Leaking Underground Storage Tank (LUST) fees, and state of Texas petroleum storage tank remediation fund fee, if applicable, shall be listed as separate line items and multiplied by the number of gallons delivered.

15.2.12. An invoice requiring correction shall be re-submitted with a new invoice date.

15.3. Failure to submit a correct invoice with all required documentation shall result in a disputed invoice. Payment will not be made until BISD has received a corrected invoice with all required documentation.

Company: _____

Signature: _____

Date: _____

The intent of the Invitation is to secure bids for Burkburnett Independent School District's annual requirements of no lead/unleaded gasoline, #2 diesel fuels (as described in this bid) and storage tanks for said fuel.

The vendor awarded RFP #633 will be called as fuel is needed and a delivery commitment will be requested (within 24 hours). The fuel price will include delivery to the storage tanks located at the Transportation Facility at 115 W Kramer in Burkburnett. One storage tank will be designated for unleaded gasoline and one storage tank will be designated for diesel fuel. The period of this contract shall be for three (3) years, beginning August 26, 2018 or upon Board of Trustee approval and concluding August 31, 2021.

The fuel tanks provided by the vendor will not become the property of Burkburnett ISD and the awarded vendor will file any reports or registrations required on said tanks by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality. The tanks will be physically placed within the concrete retainer structure provided by the Burkburnett ISD. The placement of the tanks will be at the expense of the awarded bidder.

- I. This contract shall include the following conditions:
 - A. Per the terms of Section 6427 of the Internal Revenue Code and other mandates resulting from the Tax Reform Act of 1986 and the Budget Reconciliation Act of 1987, vendor(s) shall pay all excise taxes and be responsible for filing for the appropriate tax credit or refund on all sales to the District for unleaded gasoline and #2 diesel fuels.
 - B. The following documents shall accompany the bid:
 1. A list of the bidder's customers, especially those in the public sector, is required of all bidders who have not previously done business with the Burkburnett ISD.
 2. Person to contact and phone number, at terminal who will verify prices on a given delivery date.
 - C. Insurance Requirements
 1. The successful bidder shall furnish certificates of insurance issued by an insurance company authorized to do business in the State of Texas. The certificate shall provide that the coverage not be reduced or cancelled without thirty (30) days advance written notice to the Business Manager, 1104 Broad St, Room #105, Burkburnett, TX 76301.
 2. The certificate of insurance and the underlying insurance policies shall name the Burkburnett Independent School District as an additional insured.
 - D. Insurance Policy Limits Requirement
 1. The Burkburnett Independent School District will require evidence of liability in an amount no less than \$100,000 per person and \$300,000 each

occurrence or such other limits as future specified by the Texas Torts Claims Act.

2. The successful bidder, in addition to the insurance policies required in Paragraph C, above, shall also provide an excess liability policy of insurance with limits no less than One Million and no/100s (\$1,000,000.00) dollars.

E. Coverage's required in Comprehensive General Liability Insurance Policies.

1. The comprehensive general liability insurance policy shall include coverage for the following:
 - a. Premises operations
 - b. Independent contractors
 - c. Products/completed operations
 - d. Personal Injury
 - e. Advertising injury
 - f. Contractual liability
 - g. Medical Payments
 - h. Underground hazard
 - i. Explosion and collapse hazard
2. The comprehensive general liability insurance policy shall name the Burkburnett Independent School District as an additional insured.

F. Coverage's Required in Comprehensive Automobile Liability

The contractor shall provide comprehensive automobile liability insurance, including coverage for loading and unloading hazards, and for owned/leased vehicles.

II. Bidders shall be aware of several procedural matters in preparing their price quotations, as follows:

- A. The District DOES NOT pay State, Federal or City Sales Tax.
- B. The person preparing the bid shall complete all the requested information contained in the Bid Form/Invitation to Bid and the Specification Compliance documents, returning both documents by the time and date set for the bid closing.
- C. Failure to provide adequate or satisfactory service will be documented in the vendor's record and could result in termination of vendor's contract and or suspension of bidding fuel up to four (4) weeks.
- D. BILLING ADDRESS: Burkburnett ISD-Accounts Payable, 416 Glendale Drive, Burkburnett, TX 76354

COST SHEET

We _____(company name), bid _____ octane unleaded "plus" gasoline delivered in tank at the price of \$_____ per gallon in tank lots. This represents a "rack" price of _____ per gallon plus a markup of _____per gallon, which covers loading fees, delivery costs, profit, providing tanks and pumps and any other expenses. The markup over rack price will remain constant during the term of the agreement. Rack price is as of _____(date). We, _____will furnish the necessary tanks and pumps.

We _____ (company name), bid _____ diesel C-Tain-40 #2 delivered in tank at the price of \$_____ per gallon in tank lots. This represents a "rack" price of _____ per gallon plus a markup of _____per gallon, which covers loading fees, delivery costs, profit, providing tanks and pumps and any other expenses. The markup over rack price will remain constant during the term of the agreement. Rack price is as of _____(date). We, the awarded vendor, will furnish the necessary tanks and pumps.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Telephone/Fax Number: _____

PROPOSE TO PROVIDE AND STATEMENT OF NONCOLLUSION

I / we propose to provide the merchandise and/or services proposed within this document and if awarded the proposal, do agree to abide by all conditions of the bid. Furthermore, the undersigned affirms that they are truly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned or any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Signature/Date: _____

CERTIFICATION REGARDING DEBARMENT, SUPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

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

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

Vendor Name

Vendor Address

Signature of Company Representative / Date

Printed Name of Company Representative

This Page must be completed and submitted with bid.

CERTIFICATION SHEET RFP #633

All specifications and terms of the quote have been read.

Our Company accepts the specifications and conditions unless otherwise excepted in writing to the Business Manager, Burkburnett Independent School District.

COMPANY NAME:		
STREET OR P.O. BOX: (Mailing Address)		
CITY:	STATE:	ZIP:
TELEPHONE:	FAX:	DATE:

NAME OF REPRESENTATIVE AUTHORIZED TO SIGN FOR BIDDER:

_____ (please print)

_____ (please sign)

In order for a quote to be considered, the following information must be provided. **Failure to complete will result in rejection of the bid:**

As defined by Texas House Bill 620, a "nonresident bidder" means a bidder whose principle place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principle place of business in Texas.

I certify that my company is a "resident bidder":

SIGNATURE: _____ **DATE:** _____

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principle place of business is located.)

City State Zip Code

Name of Company Address

(a) Does your "residence state" require bidders whose principle place of business is in Texas to underbid bidders whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principle place of business is located.

YES NO

(b) What is that amount or percentage? _____%

I certify that the above information is correct:

NAME (please print)

POSITION

**Burkburnett Independent School District
FELONY CONVICTION NOTICE RFP #633**

Senate Bill 1 passed by the State of Texas Legislators, 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. This form addresses this requirement and must be submitted. **NOTE:** Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis.

BACKGROUND CHECKS: The BISD reserves the right to require additional background checks of identified personnel performing work on any projects or services where direct contact with staff and students may occur. The cost of required background checks will be borne by the successful vendor. BISD reserves the right to conduct the background checks by a third party or other solution in order to assure itself of a thorough background check. BISD will absorb the cost of background checks it performs; however, these costs will be passed on to the vendor at the current rate of charges based on the level and type of background check required.

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.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction 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) _____

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

Signature of Company Official

B. My firm is neither owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official

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: _____

Signature of Company Official: _____

Fuel Purchases for Burkburnett Independent School District RFP #633

CRITERIA DESCRIPTION	Points
1. Total price of quoted fuel as requested during the bid period	50
2. Quality of the vendor's services <ul style="list-style-type: none"> • The proven ability of Proposer to perform similar contracts and provided similar service promptly; • Previous and existing compliance or non-compliance of the Proposer with laws, regulations and terms & conditions of other contracts; • Reputation of the vendor and their goods or services • Availability of trucks to deliver on an as needed basis • Vendor participation in the quote process to quote and deliver fuel on an as needed basis. 	30
3. The extent to which the goods or services meet the District's needs <ul style="list-style-type: none"> • The quality and length of the Proposer's experience and proven ability to effectively work with our Maintenance Department and Bus Barn; • Experience & Delivery performance and accuracy. 	10
4. Vendor's past relationship with the District	10
5. Historically Underutilized Businesses	0
6. The total long-term cost to the District to acquire the goods or services	0
Grand Total	100

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.