



PURCHASING DEPARTMENT
1404 IH 35 North
NEW BRAUNFELS, TX 78130
Phone: 830/221-2183
Fax: 830/221-2007

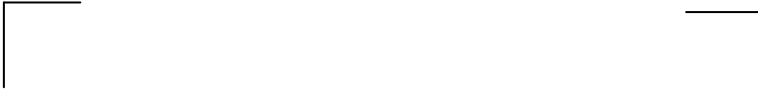
Issue Date: March 1, 2012

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Bid Reference # 11-11

Neal Linnartz, Director of Purchasing

Bid Title: RFP# 11-11 Maintenance & Operations
Applications Accepted Until: March 15, 2012, 10:30 a.m.



**ALL BID PRICES – F.O.B.
DESTINATION – SHIPPING AND
HANDLING CHARGES PREPAID**

INTRODUCTION & INSTRUCTIONS TO BIDDERS

PLEASE FILL OUT PAGE 2,3,7,8 OF THIS BID AND RETURN NO LATER THAN MARCH 15, 2012 AT 10:30 a.m. CENTRAL TIME . THE CTPA FORM ON PAGE 8 IS OPTIONAL AND IS NOT A BID REQUIREMENT.

This solicitation is an invitation to participate in Comal Independent School District Bid #11-11 Maintenance and Operations Supplies and Materials. This quarterly opening as notated in the original Bid #11-11, allows vendors to submit documentation for consideration to be added to the above referenced bid. Paperwork may be mailed, emailed, or faxed. *Please allow adequate time if you are mailing your response. Bids must be received no later than: March 15,2012, at 10:30 a.m. Central Time.*

Comal ISD must adhere to State Purchasing Laws and competitively procure for purchases of goods and services. One method to seek bids and proposals for services/supplies is for the district to issue a “discount from catalog or price list” bid in order to establish an approved list of vendors from which District employees can purchase from on an as needed basis. **It is the intent to award this bid to multiple vendors.** This will give the district employees the flexibility to contact the vendors who has the best value for a particular item. Therefore, if you would like to do business with the Comal ISD you **must** complete and return this bid. Discount prices will include all shipping and handling charges, F.O.B. Destination, unless otherwise noted or unless other terms have been negotiated.

BID #11- 11 Short Form

Vendor Name: _____
Ordering Address: _____

Payment Address: _____

Contact Name for this contract: _____
Telephone number: _____
Fax number: _____

PLACE A CHECK MARK NEXT TO ALL CATEGORIES FOR WHICH YOU WILL BE ABLE TO PROVIDE PRODUCTS/SERVICES.

APPLICANCE SUPPLIES & REPAIRS
LUMBER/BUILDING MATERIALS
ASBESTOS ABATEMENT
BLEACHERS
CARPENTRY
CUSTODIAL SUPPLIES
DOOR CLOSERS
ELECTRICAL CONTRACTORS
ELECTRICAL SUPPLIES
EQUIPMENT RENTAL
FENCE
FIRE EXTINGUISHERS MAINT.
FLOOR COVERINGS
GARBAGE DISPOSAL SERVICES
GLASS REPAIR
GENERAL CONTRACTORS
GROUND MAINTENANCE EQUIP.
HEAVY EQUIPMENT
HVAC FILTER MAINTENANCE
HVAC FILTER MEDIA
LANDSCAPING/SERVICES/SUPPLIES

LOCKSMITH SUPPLIES

PAINT SUPPLIES
PAINTING CONTRACTORS
PEST CONTROL CHEMICALS
PHONE & FIBER OPTICS PARTS & SUPPLIES
PLYAGROUND EQUIPMENT & SUPPLIES
PLUMBING CONTRACTORS
PORTABLE BUILDINGS
PORTABLE BUILDING MOVING
REFINISH GYM FLOORS
ROOFING CONTRACTORS
SIGNAGE
SUB-CONTRACTORS (GENERAL)
TURF CHEMICALS
TURF/LAWN IRRIGATION
WATER TREATMENT CHEMICALS
WHEEL CHAIR LIFT
WINDOW SHADES

****If you do not find a category above that adequately describes the goods or services that your company provides, please list your product or service description in the area below:**

Are you willing to offer discounted prices to the Comal ISD? Indicate below the discount percentage that you are offering the Comal ISD (from shelf price, catalog price, or published price list):

Discount Offer _____

If the discount listed above is from catalog or publication, list the name of the catalog/publication: _____

Please indicate any exceptions to your discount: _____

Is this bid valid for all of your store locations? ___ Yes ___ No

Please state your delivery fee structure: _____

By signing below you agree to participate in this bid with Comal ISD, you attest to the representations and certifications and you agree to the General Terms and Conditions listed this bid:

Submitter's Signature: _____

Submitter's Name/Title: _____

E-Mail Address: _____

Representations & Certifications
Bid #11-11

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination 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 convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY 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 not 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(s)

Signature of Company Official _____

CISD STANDARDIZED GENERAL CONDITIONS

1. RETURN SIGNED ORIGINAL SEALED BID IN A SEALED ENVELOPE, PLAINLY MARKED WITH VENDOR'S NAME, BID NUMBER, OPENING DATE AND TIME. **DO NOT SEND CATALOGS AT THIS TIME.** **Catalogs may be furnished to the individual schools after the award of this bid.** RETURN BIDS TO THE PURCHASING DEPARTMENT, 1404 IH-35 NORTH, NEW BRAUNFELS, TEXAS 78130. Bids must be open for acceptance for ninety (90) days.
2. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "**NO SUBSTITUTE**" is specified.
3. Exclude Federal and State sales and ad valorem taxes.
4. The District reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
5. The vendor must specify make or model even if the vendor is bidding the brand specified or bidding a product "equal". Do not put "as specified" or "equal".
6. Complete descriptive and illustrated literature covering the items you propose to furnish should accompany your proposal.
7. Proposals received after the time and date specified will **not** be considered. Proposals received without proper signature subject to disqualification or not be accepted.
8. Vendors are invited to present at the opening of this proposal on the date and hour specified.
9. Questions in regard to this proposal must be submitted in writing to the Director of Purchasing for clarification.
10. Payment terms will be net thirty (30) days after acceptance of delivery or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.
11. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. Comal ISD does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.
12. Vendors who respond to this proposal with either a formal proposal or a notice of no proposal will remain on our mailing list. Vendors making no response at all may be removed from our mailing list.
13. In awarding a contract, the District may consider: purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration shall also be given to the bidder's references and record for responsibility, knowledge of the product, and service.
14. If the vendor fails to deliver both the quality and quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, the CISD reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow CISD to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code.

15. Vendors will confirm and/or change the address shown on this proposal. Vendors are responsible for notification of change of address and telephone number. The District is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected mail.
16. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(ies), and other conditions/provisions offered in this proposal are the same or better than those offered the bidder's most favored customer.
17. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
18. Successful vendor **shall not** begin work/services or deliver merchandise without an authorized purchased order.
19. Prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award.
20. In the event that a vendor is or subsequently becomes delinquent in the payment of his or its school ad valorem taxes, such fact shall constitute grounds for rejection of the proposal, or if awarded the proposal, for cancellation of the contract. However, the District reserves the right to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor as a result of such contract.
21. "No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this proposal is awarded receives written approval from the Purchasing Director or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the school district may take actions to require compliance or take any other measures deemed appropriate."
22. The award or agreement resulting from this proposal or proposal may be terminated or cancelled under the following circumstances.
 - A. District may cancel or terminate the award or agreement for convenience upon written notice.
 - B. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
 - C. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - D. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
23. Force Majeure - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
24. Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any

- such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
25. Applicable law and venue- This agreement shall be governed by the Uniform Commercial Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in New Braunfels, Comal County, Texas.
 26. Termination - The performance of work or delivery of goods under this agreement may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of the District under condition 28 below.
 27. Cancellation – The District has the right to cancel for default all or any part of the undelivered portion of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
 28. Right of Inspection- The District has the right to inspect the goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at sellers expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair the District’s right to inspect or any of its remedies.
 29. Place of Delivery- The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
 30. Title and Risk of Loss- The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
 31. Out of State Vendors- The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
 32. Advertising – Vendor shall not advertise or publish, with out 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 from an authorized representative of the federal, state, or local government.
 33. The resulting award from this proposal/proposal constitutes a contract between the CISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
 34. Right to Assurance – Whenever Comal ISD in good faith has reason to question the vendor’s intent to perform; the district may demand that the vendor give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.
 35. These general conditions govern the relationship between the District and vendor, and are hereby made part of the agreement between the District and vendor.

Substitute Form **W-9**
(Rev. February 2005)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Please print or type See Specific Instructions on page	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box:	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Corporation
		<input type="checkbox"/> Partnership	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		Comal Independent School District 1404 IH 35 North New Braunfels, Texas 78130	
List account number(s) here (optional)			

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 3 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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 or 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 or abandonment 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 3.)

Sign Here	Signature of U.S. person ▶	Date ▶
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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, or contributions you made to an IRA.

U.S. person. Use form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- 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.

Additional instructions available upon request.

**Central Texas Purchasing Alliance
Adoption Clause**

Comal ISD Bid #11-11
Maintenance & Renovations Supplies, and Services

The Central Texas Purchasing Alliance CTPA is made up exclusively of school district purchasing representatives, with a collective desire to share experiences, tools and knowledge. CTPA is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Where members find it beneficial, bids are shared or sometimes led by one member district, allowing others to save on resources while reaping the benefits of bettering pricing because of the joint participation.

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA)

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor’s contract is listed on the CTPA website <http://www.txctpa.org/memberlist/>
- C. Any district member wishing to utilize such contract(s) will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor’s Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR’S RESPONSE TO THIS SOLICITATION:

YES _____

NO _____

YES, with the exception of the following districts: _____

Vendor Name: _____

Printed Name of bid submitter: _____

Signature of bid submitter: _____

Date: _____