

Vendor Name: _____

***ARLINGTON INDEPENDENT
SCHOOL DISTRICT***

PURCHASING DEPARTMENT

*Betty Knox
Director of Purchasing*

BID NO. 10-28

ANNUAL CONTRACT FOR DIESEL FUEL

BIDS DUE: JULY 21, 2009
DUE AT: 2:00 PM
OPENED AT: 2:00 PM

ARLINGTON INDEPENDENT SCHOOL DISTRICT

1203 West Pioneer Parkway

Arlington, Texas 76013

OFFICE OF:
DIRECTOR OF PURCHASING

Bidders and Vendors:

The Board of Education of the Arlington Independent School District will receive sealed bids in the office of the director of purchasing, 1203 West Pioneer Parkway, Arlington, Texas, as per attached specifications.

The Arlington Independent School District agrees to use diligent efforts to purchase all goods and services from businesses within the boundaries of the Arlington Independent School District whenever such goods and services are comparable in availability, quality and price. The district encourages contractors, in performing the contract, to implement the same policies.

The Arlington Independent School District awards all bids in accordance with Texas Education Code, Section 44.031.

The Arlington Independent School District reserves the right to reject any or all bids and to waive any formality or irregularity and to make the award of the contract in the best interest of the Arlington Independent School District.

The District reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the District in the event of breach or default of this contract. The District reserves the right to terminate the contract immediately in the event the successful bidder fails to meet schedules or otherwise perform in accordance with these specifications. Breach of contract or default authorizes the District to purchase the service from the next low bidder or elsewhere, and charge the full increase in cost and handling to the defaulting successful bidder.

Literature on items bid is desirable and samples may be required.

Any item which does not perform or meet tests as specified or claimed by the seller will be replaced at no cost to the school district. All discounts shall be listed on the bid form. Payment will be made only after satisfactory delivery and/or installation. Transfer or assignment of contracts by seller is prohibited.

You may bid on any or all items, but please bid by item, using the attached forms for your proposal.

In submitting your bid, please mark on the outside of the envelopes

BID NUMBER 10-28.

This bid must be in the office of the director of purchasing not later than

2:00 P.M., JULY 21, 2009.

ALL BID PRICES MUST BE F.O.B. ARLINGTON.

Thank you for your response to this bid.

Sincerely,

Sherry Ellis
Buyer

**Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013**

Bid 10-28

GENERAL BID REQUIREMENTS

1. Delivery shall be made as soon as possible. Payment will be made by Purchaser after satisfactory delivery.
2. All quotations shall include freight to purchaser's designated locations within the School District.
3. All vendors will be qualified to provide diesel fuel or whatever is in the best interest of the District.
4. All quantity and prompt payment discounts shall be listed on the bid form.
5. Quantities are estimates only and may be increased or decreased: your bid shall be firm **UNTIL AUGUST 31, 2010 WITH THE OPTION TO RENEW FOR TWO CONSECUTIVE ONE-YEAR PERIODS.**
6. Specifications on the items you are bidding are desirable and samples may be required.
7. Past performance, seller's location, and availability of stock and representative will be considered in award of the bid.
8. Any item that does not perform or meet test as specified or as claimed by the seller will be replaced at no cost to purchaser.
9. Transfer or assignment of contracts by seller is prohibited.
10. The School District reserves the right to accept or reject quotations on each item separately or as a whole.
11. Title to the material shall pass to the Arlington Independent School District upon receipt by the school district.
12. Checks will be issued to the vendor awarded the contract. Request for joint-pay checks will not be honored.
13. **All bid openings are public, and the bids are read aloud; therefore, bid results will not be given over the telephone. If you would like a bid tabulation mailed to you, please include a self-addressed stamped envelope with your bid.**

NAME OF COMPANY	AUTHORIZED SIGNATURE	PRINTED SIGNATURE
-----------------	----------------------	-------------------

ADDRESS	CITY	STATE	ZIP
---------	------	-------	-----

PHONE NUMBER	FAX NUMBER	DATE
--------------	------------	------

10-28 BID NUMBER	PAYMENT TERMS	E-MAIL ADDRESS
---------------------	---------------	----------------

**Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013**

Bid 10-28

VENDOR “NO BID” NOTICE

Dear Vendor:

If you decide not to submit a bid on this project, please complete this form, fold, seal and attach proper postage and return to AISD.

You may fax this notice to AISD at: (817) 459-7246. We must receive this form before the opening date and time.

COMPANY NAME:	
ADDRESS:	
COMPANY PHONE #:	
COMPANY FAX #:	
BID/PROJECT #:	10-28
BID OPEN DATE:	7-21-09
REASON FOR NOT SUBMITTING A BID:	
DATE:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	

**Thank you for your assistance.
AISD Purchasing Office**

Arlington Independent School District
1203 W. Pioneer Parkway
Arlington, TX 76013

FORMS CHECKLIST

Please place a checkmark next to the following items. All of the (Required, must be in bid package) items must to be included with your bid, or your bid will be marked 'not as specified'.

- _____ Completed – Felony Convictions Disclosure Statement (**Required, must be in bid package.**)
- _____ Completed – Historically Underutilized Business (HUB) (**If Applicable**)
- _____ Completed – Debarment Form (**Required, must be in bid package.**)
- _____ Completed – W-9 Form (**Required, but may be submitted later.**)
- _____ Completed – Conflict of Interest (**Required, but may be submitted later.**)
- _____ Completed – Current Certificate of Liability Insurance w/Workmans' Compensation Coverage (**Required, must be in bid package.**)
- _____ Completed – Bid Form (**Required, must be in bid package.**)

**Arlington Independent School District
1203 West Pioneer Parkway
Arlington, Texas 76013**

Bid 10-28

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 Officials'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 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:** _____

Arlington Independent School District
1203 W. Pioneer Parkway
Arlington, TX 76013

Bid 10-28

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Bidding companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this Bid Invitation. The electronic catalogs will indicate HUB certification for vendors that properly indicate and document their HUB certification on this form.

_____ I certify that my company has been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB), and I have attached a copy of our HUB Certification to this form.
(Required documentation for recognition as a HUB).

_____ My company has NOT been certified by the Texas Building and Procurement Commission as a Historically Underutilized Business (HUB).

Signature of Authorized Representative

Name (Please Print)

Title

Company Name (Please Print)

**Arlington Independent School District
1203 W. Pioneer Parkway
Arlington, TX 76013**

Bid 10-28

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

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

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Sec. 44.034, Texas Education code, and
- Certifies that no suspension or disbarment 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 E-mail Address : _____

Vendor Telephone : _____

Authorized Company Official's Name : _____

(Printed)

Signature of Company Official : _____

Date : _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	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"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

Social security number
+

or

Employer identification number
+

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 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 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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 that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that 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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 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 his or her stay in the United States exceeds 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 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 must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). 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 your 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 dividend accounts opened after 1983 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 informing 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.

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, then check 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 still 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(f)(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; or
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 584(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**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), 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 executive 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-owner **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 name 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 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 tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on 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.

CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Local Government Code requires a person who contracts or seeks to contract with the Arlington Independent School District for the sale or purchase of property, goods, or services to file a conflict of interest questionnaire with the District. The questionnaire must be filed no later than the seventh business day after the date that the person: (1) begins contract discussions or negotiations with the district or (2) submits to the District a response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the District.

An updated conflict of interest questionnaire must be filed no later than September 1 of each year in which the person: (1) has begun contract discussions or negotiations with the District or (2) submits to the District an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the District; and (3) the seventh business day after the date on an event that would make a statement in the questionnaire incomplete or inaccurate. The updated questionnaire is not required if the person has filed an updated questionnaire on or after June 1, but before September 1 of that year.

It is the vendor's responsibility to interpret the requirements of Chapter 176 of the Local Government Code.

The conflict of interest questionnaire MUST be completed and SUBMITTED on-line at: <http://www.aisd.net/conflict/register.asp>. (please see note below)

If you have already submitted your application on-line please go to this web site

<http://www.aisd.net/conflict/LogIn.asp> and verify if there are any changes.

The District will post all conflict of interest questionnaires on its website.

PLEASE NOTE: Vendors need to fill out this form ONLY IF A CONFLICT EXISTS.

If no conflict exists, please put "no conflict exists" on the forms checklist page.

INSURANCE REQUIREMENTS

The successful bidder, or proposer, shall provide and maintain insurance in a company rated no less than “ A” by A.M. Best and Company, and in a company licensed to sell insurance as an “ admitted carrier” in the State of Texas. Said insurance shall be evidenced by a Certificate of Insurance (standard ACCORD form) delivered to the District, or its designated representative, indicating the limits of coverage, naming the Arlington Independent School District as an additional named insured on all policies except workers’ compensation, and adding a blanket waiver of subrogation endorsement on coverage for automobile, general liability, and workers’ compensation. Certificate(s) of Insurance shall describe any material endorsements, exclusions, or deductible provisions which substantially alter coverage under the listed policies. Coverage and limits of liability shall be as follows:

Insurance requirements:

<u>Workers’ Compensation</u>	Statutory
Employers’ Liability –	
B.I. by accident	\$500,000/accident
B.I. by disease	\$500,000/person
B.I. by disease	\$500,000/aggregate
 <u>General Liability</u>	 \$1,000,000 aggregate
	\$1,000,000 products/completed ops.
	\$ 500,000 personal injury/adv.lia.
	\$ 500,000 per occurrence
	\$ 100,000 fire damage
	\$ 10,000 medical expense
 <u>Automobile Liability</u>	
Bodily Injury	\$ 250,000 per person
	\$ 500,000 per accident
Property Damage	\$ 250,000 per accident
	Or
Combined Single Limit	\$ 1,000,000 per accident
Hired & Non-Owned Auto	same limit as owned autos

