

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

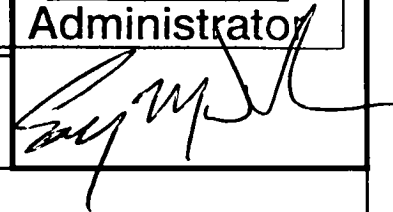
OFFICE USE ONLY

Date Received

Record

APR 21 2009

Administrator



1 Name of person who has a business relationship with local governmental entity.

Casey Perkins

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

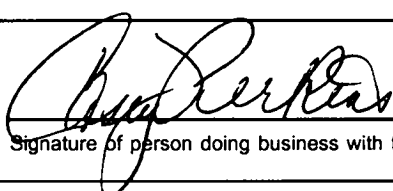
Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4



Signature of person doing business with the governmental entity

4/14/2009

Date

NOTICE TO BIDDERS

THE TERMS AND CONDITIONS BELOW AND ANY ATTACHMENTS APPLY TO AND BECOME A PART OF THESE TERMS AND CONDITIONS OF THIS BID. ANY EXCEPTIONS MUST BE IN WRITING. THIS BID CONSTITUTES AN OFFER TO SELL TO THE DALLAS COUNTY COMMUNITY COLLEGE DISTRICT ("District") PRODUCTS OR SERVICES LISTED HEREON OR ON ANY ATTACHMENTS.

1. Bids are to be submitted on this form. Each bid is to be signed, placed in an envelope, sealed and identified with the bid title, number, due time and date and delivered to the District Purchasing department on or before the date specified.
2. Bids must show the full name and address of the bidder, please correct if different from the name and address shown on this bid request. Unsigned bids will be disqualified. Person signing bid must show title or authority to bind their firm to this offer.
3. Bid unit price on quantities specified, extend and show total. In case of errors in extension, unit prices shall govern.
4. Prices must be F.O.B. destination, inside delivery. Show the exact or estimated cost to deliver if transportation costs are not included in the product cost. No C.O.D. or collect freight shipments will be accepted.
5. Unless otherwise noted, bid prices must be firm for acceptance ninety (90) days from the bid opening date.
6. Unless specified otherwise, any catalog, brand name or manufacturer's reference used in the bid is descriptive; not restrictive; it is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications your bid must show the specifications, manufacturer, brand, model, etc. of the product being offered. If other than brand(s) specified is offered, complete descriptive information of each product being bid must be included with your bid. If bidder takes no exception to specifications or reference data, the bidder will be required to furnish brand names, models, etc. as specified. Products delivered that are determined by the District, not to be of equal or comparable quality to the requested articles, shall be picked up by the vendor at no expense to the District and replaced with the product specified at the same price as bid.
7. Unless otherwise specified on the bid request, all products bid and provided under a subsequent order or contract must be new, in first class condition, including containers suitable for shipment and storage.
8. Bid must show the number of days required to make delivery of the products to or complete the services at the specified location under normal conditions after the receipt of an order (ARO). Failure to state the delivery time obligates the bidder to make delivery within fourteen (14) calendar days after receipt of an order. Delivery shall be made between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, except on holidays. The District cannot and will not accept tailgate delivery at a building entrance unless specified otherwise. The right is reserved to reject incorrect or damaged shipments.
9. The successful bidder shall provide the following services and requirements at no additional cost above the initial bid price on machinery, appliances and furniture: Provide transportation of the products to the building, placing the products in the proper location within the building, uncrating, complete assembly and adjustment by trained installation and removal of all debris. Machinery is to be complete and made ready for electrical and/or fluid service connections by the District. After connection of utilities, the bidder is to check out and correct any malfunction. The bidder is to provide all materials, equipment, tools and labor to place machinery in top operating condition or to fully assemble furniture to the satisfaction of the District
10. As a political subdivision of the State of Texas, the District hereby certifies it is exempt from the payment of property, sales, use, franchise, excise or other taxes for property or services purchased for its use. The District will collect and remit applicable taxes when property is purchased for resale.
11. Bids cannot be altered, amended or withdrawn after opening time without approval of the District's Director of Purchasing.
12. Products or services bid and provided under any subsequent orders must conform to appropriate local, State, and Federal ordinances, statutes and regulations governing the manufacture, sale, safety and installation of the products or provision of services.
13. By signing this bid, the bidder certifies and represents to the District that:
 - (a) Bidder has not conferred or agreed to confer any pecuniary benefit or any thing of value for the receipt of special treatment, advantage, information, recipients decision, opinion, recommendation, vote or any exercise of decision concerning this bid.
 - (b) To the best of its knowledge, bidder does not employ, either full or part time, owner, officer, director, stockholder, subcontractor, or members of their immediate family, are members of the Board of Trustees or an employee of the District.
14. Bidders 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. This requirement does not apply to a publicly held corporation.
15. Upon request from the District, Bidder agrees to provide: (a) A listing of the names of its owners, officers, key employees, major stockholders, any partners of the company, any subcontractors; and/or (b). A financial statement that shows the present and historical financial condition of Bidder.
16. The District is an equal opportunity employer and does not discriminate in awarding of contracts or employment of persons because of their race, color, age, national origin, religion, sex, disability, sexual orientation, or any other characteristic protected by law. The District requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and local laws and regulations regarding contracting and employment practices.
17. The District will evaluate the bids and make an award(s) to one or more companies based on the company(s) that submit the lowest and best bid. Payment terms will be included in determining the lowest and best bid.
18. The District reserves the right to accept or reject all or any part of any bid, waive technicalities and award the bid to best serve the interests of the District.
19. The District makes payment upon receipt of properly executed invoices and verification of delivery from the consignee. Any earned discounts will be calculated from the date of delivery or the date of invoice, whichever is most current.
20. Subject to verification of the same or lower prices and conditions as bid, the District reserves the right to purchase additional quantities of products or services as listed on this bid for the same or additional locations.
21. The successful bidder, in addition to the warranties provided by law, shall expressly warrant that the products or services to be delivered and provided under any subsequent order, will be in full conformity with the specifications, plans and/or any approved samples submitted. This warranty shall survive acceptance of the articles or services and the successful bidder shall bear the cost of inspecting or testing articles rejected, including removal and replacement costs. Additionally, the successful bidder shall warrant that the products to be delivered or services provided will not infringe on any valid patent, trademark, trade name, or copyright. The successful bidder shall also agree that nothing contained herein or any subsequent purchase orders, agreements or contracts shall exclude or affect the operation of any implied warranties otherwise arising in the favor of the District.
22. Any purchase order or contract resulting from this bid request, may not be assigned to any other party without the express written consent of the District.
23. Any purchase order or contract resulting from this bid request is a commitment by the District of funds in its current budget. The District will exercise its best efforts to obtain and appropriate funds for subsequent budget periods. Provided however, the District reserves the right to terminate any outstanding purchase order or contract at the end of the budget period.
24. Parties making deliveries to or performing services at the Districts sites, must carry public liability, property damage and Worker Compensation insurance with carriers authorized to provide such insurance under the laws of the State of Texas. Minimum requirements: (a) Commercial General Liability- \$100,000 bodily injury and \$100,000 property damage; (b) Automobile Liability - \$100,000 bodily injury and \$100,000 property damage. Upon request from the District, the successful bidder shall provide the District with a certificate of insurance, naming the District as certificate holder.
25. The successful bidder shall indemnify, defend, and hold harmless the District, members of the Board of Trustees, and the District's officers, directors, employees, agents, successors and permitted assigns from and against any and all asserted, or threatened claims and all related losses, expenses, damages, costs and liabilities, including without limitation, personal injury, bodily injury, or property damage and/or reasonable attorneys' fees and expenses incurred in investigation or defense, arising out of or related to any act or omission by the successful bidder or its employees, invitees, agents, suppliers or subcontractor.
26. Contractor shall exercise reasonable and prudent care in engaging its employees or subcontractors to assure they have suitable character, honesty and disposition to work in an educational environment. Contractor's employees and those of any subcontractor shall be expected to exhibit professional conduct at all times.
27. This bid request, and any subsequent purchase orders, agreements or contracts shall be governed by, and any disputes shall be settled pursuant to, the laws of the State of Texas with exclusive venue in Dallas County, Texas.
28. Persons submitting a response to this solicitation must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting the response must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. The form is to be sent to the Vice Chancellor of Business Affairs, Records Administrator, District Service Center, Dallas County Community College District, 4343 IH 30, Mesquite, Texas 75150. A copy of the form can be found at the Texas Ethics Commission web site.
29. Bids will not be accepted that are unsigned, delivered to the Purchasing Department after the specified date and time, or submitted by electronic or facsimile transmission.