

Postal Mail Address

**EL PASO INDEPENDENT SCHOOL DISTRICT
Purchasing Office
4900 Woodrow Bean Dr.
El Paso, Texas 79924**

THIS IS NOT AN ORDER

THIS IS A COMPETITIVE SEALED PROPOSAL

DATE: MARCH 5, 2009

CSP #09-052

Delivery to _____

**CSP DUE: April 9, 2009 AT 10:00 AM
IN THE PURCHASING OFFICE AT
4900 WOODROW BEAN DRIVE
EL PASO, TEXAS 79924**

State Your Terms _____

**PRICES TO BE F.O.B. EL PASO, TEXAS
UNLESS OTHERWISE STATED.**

**COMPETITIVE SEALED PROPOSAL #09-052
DISTRICT-WIDE COPIERS**

The El Paso Independent School District is seeking proposals for a four (4) year agreement, to provide three (3) configurations of copiers, as specified herein.

SEALED PROPOSALS MUST BE ADDRESSED TO THE PURCHASING DEPARTMENT AND MARKED AS FOLLOWS:

CSP #09-052 FOR DISTRICT-WIDE COPIERS DUE NO LATER THAN APRIL 9, 2009 AT 10:00 AM

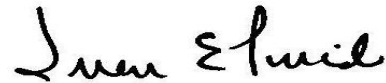
FAILURE TO COMPLY WITH CSP SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.

ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE WILL NOT BE CONSIDERED.

Vendors must provide all requested information. Failure to comply will be reflected in the evaluation process.

Award will be made utilizing the Evaluation Criteria and Relative Weights, as required by Texas Education Code 44.031(b).

THE DISTRICT WILL BE CLOSED FOR THE SPRING HOLIDAY MARCH 16-20, 2009



**"NOTICE TO BIDDERS" (6 pp.) ATTACHED TO
THIS CSP IS HEREBY MADE A PART OF THIS CSP.**

**JUAN E. PULIDO, PURCHASING AGENT
(915) 759-2700**

NOTE: Chapter 2252, Subchapter A, of the Texas Government Code – A governmental entity (includes public schools) may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Non-Collusion Statement: "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

Federal Debarment or Suspension Certification: I hereby further certify that my company has not been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register Rules and Regulations.

Date

Signature of Company Official Authorizing this Bid

Official's Printed Name & Title

Company Name

Address

City, ST Zip

Phone Number

Fax Number

Email Address

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

1. SCOPE OF PROPOSAL

The El Paso Independent School District is seeking proposals for a four (4) year agreement, to provide three (3) configurations of copiers, as specified herein. The District expects vendors to review the current number of copiers, types and configuration of copiers, volume of copies and costs and offer the District a proposal that improves the current set-up (i.e. consolidation and/or reduction of equipment) to maximize efficiency, etc. Attached is a list of copiers and their locations as identified in January 2009. Vendor proposal should be inclusive of a full service maintenance agreement including all supplies and costs per copy. The District is seeking two (2) proposal options for consideration, lease/purchase and rental. The District will select one proposal option (i.e. lease/purchase or rental) and may select more than one vendor depending on the proposals received and the best value to the District. Upon award, the District prefers to issue one purchase order that includes lease/rental and maintenance. Vendors may provide proposals for both lease/rental options or lease or rental.

Anti-Lobbying Provision

During the period between the RFP release date and the contract award, proposers, including their employees, agents, subcontractors and representatives, shall not directly or indirectly discuss, communicate or promote their proposal with any member of the EPISD Board of Trustees or EPISD staff, any member of an Employee Association affiliated with or representing any EPISD employee or group of employees, and the EPISD Consultant except in the course of EPISD-sponsored inquiries, briefings, interviews, negotiations or presentations. EPISD-sponsored inquiries, briefings, interviews or presentations will only be initiated by the Purchasing Department.

This policy is intended to create a level playing field for all actual or potential Proposers, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of this provision may result in rejection of the Proposer's proposal.

2. NOTICE TO BIDDERS

Any reference herein to bid/proposal is to be understood as CSP. A CSP is interactive negotiation process, therefore, only the identity of the respondent will be revealed at the opening. **Failure to follow directions or provide all requested information may cause your proposal to be rejected.**

- 2.1 District accepts no obligations for the costs incurred in responding to this proposal in anticipation of being awarded a contract. The District reserves the right to reject any or all submitted proposals. No obligation is made by retention of these proposals, nor is the District committed to awarding a contract as a result of this proposal.
- 2.2 The District's Purchasing Department is the only office authorized to clarify, modify, amend, alter, or withdraw the specifications, terms, and conditions of this proposal and any contract awarded as a result of this proposal. All communications concerning this procurement must be addressed, **in writing**, to:

Mr. Joseph Villalba, Bid Specialist
4900 Woodrow Bean Drive, El Paso, Texas 79924
Fax: (915) 759-2701 | Email: javillal@episd.org

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- 2.3 If a prospective bidder discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the bidder shall immediately notify the issuing office. If a bidder fails to notify the issuing office of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, the bidder shall submit a response at its own risk and, under such conditions. If the bidder is awarded a contract, then such bidder will not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

Questions concerning this proposal must be received no later than 5:00 p.m. on March 20, 2009. Responses to inquiries will be posted on the District's website and available to all potential bidders who downloaded a copy of this solicitation. Telephone inquiries will not be accepted. Questions may be submitted to the fax number or email address listed above, under Section 2.2.

- 2.4 Following the award of a contract, responses to this proposal 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.

If a bidder believes that parts of a proposal are confidential, then the bidder must so specify. The bidder must stamp in bold red letters the term "CONFIDENTIAL" on that part of the proposal which the bidder believes to be confidential. The bidder must submit in writing specific detailed reasons, including any relevant legal authority, stating why the bidder believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. The District will be the sole judge as to whether a claim is general and/or vague in nature. All bidders and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. The successful proposal may be considered public information even though parts are marked confidential.

Copyrighted proposals are unacceptable and will be disqualified as non-responsive.

- 2.5 **The bidder must submit a signed original and four (4) copies of the proposal as well as an electronic version of the response (in Word format) on a CD, flashdrive or other storage media (emailed responses will not be accepted).** The proposal must be signed in ink by an officer or agent of the proposing firm who is empowered to contractually bind the firm. The proposal shall include a statement that the person signing the proposal is empowered to contractually bind the firm.
- 2.6 Proposals shall be submitted on the forms provided. Information provided as a response to this proposal shall be organized and arranged to correspond with those numbered sections of this proposal. Vague and general responses will be considered non-responsive, and will result in disqualification. The response must be complete.
- 2.7 Proposals must be received in the Purchasing Department, located at 4900 Woodrow Bean Drive, El Paso, TX 79924, prior to the hour and date specified. Late proposals will not be considered.

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- 2.8 Proposals may be discussed and negotiated by the District and the selected vendor(s). No proposal can be withdrawn after the posted due date without written approval of the Executive Director of Procurement.
- 2.9 The District is exempt from Federal Excise Tax, State and Local Tax. Do not include tax in your proposal totals. Tax exemption certificate will be furnished upon request.
- 2.10 The El Paso Independent School District will consider all proposals. In evaluating proposals submitted, the following criteria will be considered and award the proposal(s) representing best value for the District:

CRITERIA	WEIGHT
Overall price (total cost including purchase and maintenance)	60 points
Features and comparable machines	20 points
Service	10 points
Best value to District (overall cost/service proposal)	5 points
Responsiveness/Completeness of proposal	5 points

3. BIDDERS QUALIFICATIONS

- 3.1 All bidders must furnish a copy of the lease document you intend to use. This document and its terms and conditions may be part of the basis of consideration for this award or the District may elect to use an outside source.
- 3.2 All exceptions to this document must be indicated on the Specification Compliance Form and included with the proposal. If no exceptions are made it should be indicated on the sheet.
- 3.3 Each bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this proposal. Examples of potential conflicts may include an existing business or personal relationship between the bidder, its principal, or any affiliate or subcontractor, with the District or any other entity or person involved in any way in the project that is the subject of this proposal. Similarly, any personal or business relationship between the bidder, the principals, or any affiliate or subcontractor, with any employee of the District or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict should be disclosed. Failure to disclose any such relationship or reveal personal relationships with district employees may be cause for contract termination. The District will decide if an actual or perceived conflict should result in proposal disqualification. **By submitting a response to this proposal, all bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a district employee or representative in connection with this procurement.**

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- 3.4 The District will establish an Evaluation Committee. The Committee will include employees of the District and may include other disinterested individuals who are not District employees. **Proposers may not discuss their product or a competitor's product with school district personnel unless requested by the committee.** Failure to honor this request will cause your company to be disqualified and removed from the proposal process.

The Evaluation Committee Chairperson will review all proposals for compliance and thoroughness. The Chairperson will then distribute copies of those proposals found to be in compliance to the members of the committee for their review.

The Evaluation Committee will evaluate proposals and the vendors that most closely meet our criteria requirements may be contacted to deliver and demonstrate their equipment. Vendor shall be prepared to provide a piece of equipment within 48 hours after notification. The district will not incur any expenses for this demonstration and subsequent testing.

All proposals will be subject to evaluation by a committee based on the evaluation criteria set forth in section above. The committee will determine which proposal best meets our criteria/needs and will make a recommendation to the Board of Trustees who will make the final decision.

- 3.6 Schedule of Events (**subject to change by the District**)

Date	Description of Event
March 6, 2009	Issuance of Proposal
March 16-20, 2009	District closed for the Spring Holidays
March 20, 2009	Deadline for Submission of Questions
April 9, 2009	Proposals Due at 10:00 a.m.
May 26, 2009	Award of Contract

4. GENERAL CONDITIONS

- 4.1 All insurance must be issued by companies which are rated for financial purposes "A" or better and duly licensed, admitted, and authorized to do business in the State of Texas. The District shall be named as an Additional Insured in each required insurance contract. The required insurance must remain in effect through out the term of the contract executed pursuant to this proposal. Coverage amount for General Liability Insurance should not be less than \$1,000,000.

Work on the contract will not begin until after the Contractor submits, in a timely manner, evidence of the required insurance coverage in a form acceptable to the District. Notwithstanding any other provision of this proposal, failure to timely submit acceptable evidence of the required coverage will be considered a breach of the contract executed

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under the provisions of this proposal, in which case the District may avail itself of all remedies in equity or at law for such breach. Without limitation on the foregoing, upon failure to submit the insurance contract on a timely basis, the District, in its sole discretion, may elect to immediately revoke the award.

Contractor shall warrant that any of the employees who shall perform work are covered by worker's compensation insurance in a manner sanctioned by the Texas Workers' Compensation Act. No alternative accident and health, group health plan, or any other form of generic self insurance, is acceptable. Contractor must meet the requirements of Texas Senate Bill 9 and provide a comprehensive background check for all employees who visit campuses for the purpose of installing or maintaining machines.

- 4.2 Price quoted should be F.O.B. destination, inside delivery. The proposal must clearly state the number of days required to deliver the product to the specified location. Failure to state delivery time obligates the bidder to make delivery in thirty (30) days. Delivery shall be made during normal school hours unless prior approval has been obtained from the Director of Purchasing.
- 4.3 **Proposal prices must be firm for four years. All equipment must be new and in first-class condition. No reconditioned, refurbished or used equipment will be acceptable.**
- 4.4 The district reserves the right to procure additional items as listed on this proposal subject to verification of the same or lower prices and conditions as the proposal.
- 4.5 All items and services being proposed must conform to all appropriate local, state and federal laws, ordinances, and regulations.
- 4.6 Prior to submitting your proposal, each bidder shall survey existing electrical connections and circuits to ensure their proposed product(s) will operate on the current system. The bidder will also ensure the proposal equipment will fit in the space available. Any costs to modify the copy rooms to fit the proposed product should be submitted with your proposal. Electrical modifications will be made in accordance with the National Electric Code and local ordinances. The requirement to modify the rooms shall be clearly identified in the proposal response. All equipment will be LJI listed. If any changes are required, they will be performed by the District but be part of the consideration for your proposal. **Bidders must sign in at the school office before each survey.**
- 4.7 The successful bidder shall provide the following services at no additional cost.
 - 4.7.1 Uncrate and completely assemble the copier.
 - 4.7.2 Start, test, and adjust the machines by a trained technician to ensure the copier is set-up properly.
 - 4.7.3 Remove debris from installation.

Equipment is expected to be installed by **July 31, 2009** (or as current lease expires).

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- 4.8 It is understood that the bidder, if awarded an order or contract, agrees to protect, defend and hold harmless the El Paso Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture and/or construction or form a part of the work covered by either order or contract; and he further agrees to indemnify and hold harmless the El Paso Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.
- 4.9 **If the district fails to appropriate funds to provide for the annual renewal of a contract, the district may cancel without termination charge by giving a thirty day written notice.**
- 4.10 The contractor shall provide all usual and customary retrofits and equipment upgrades at no additional charge to the District.
- 4.11 This contract is not assignable in whole or in part by the contractor without the express written consent of an authorized District representative.
- 4.12 The contract shall be governed by and construed in accordance with the Laws of the State of Texas. Venue will be in state district court, El Paso County, Texas.
- 4.13 Contractor, at the time of installation, will provide Material Safety Data Sheets (MSDS) For each chemical utilized in the proposal equipment. Provide MSDS sheet to each location in which the equipment is placed and to the Facilities Department, Attn: Michael Fernandez, Hazardous/Regulated Materials Officer, 6531 Boeing Drive, El Paso, Texas, 79925.
- 4.14 All equipment placement, removal or exchange will be performed by selected vendor at vendor's expense; this provision will include equipment removal at end-of-contract date.

5 SPECIAL CONDITIONS

- 5.1 DEFINITIONS: Any of the following terms used by the District in this document or the vendor in his proposal shall be defined as follows:
- 5.1.1 "District" as used herein, shall mean the El Paso Independent School District, El Paso, Texas.
- 5.1.2 "Contractor" shall mean the successful bidder to whom a contract is officially awarded by the Board of Trustees.
- 5.1.3 "FSM" shall mean Full Service Maintenance agreement (lease/purchase option).
- 5.2 All copier supplies at the end of the contract belonging to the previous vendor(s) should be picked up no later than August 1, of the applicable year. Failure to remove these supplies by that date will communicate to the District that these items are of no value to the vendor and will be disposed of in the manner that best suits the District.

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- 5.3 CANCELLATION (Lease/purchase option): Should an ordering entity (i.e. school or department) experience a change in circumstance due to the decision of the entity's funding authority such as downsizing, consolidation of the ordering entities, elimination of a program, or some other reason that will negate the need for the equipment, the District reserves the right to cancel the lease of the equipment at no cost or penalties. **If this type of cancellation becomes necessary, the District reserves the right to cancel copiers, without penalty, provided 30 day written notice is given the vendor.**
- 5.4 CANCELLATION (Rental option): The District reserves the right to cancel copiers, without penalty, provided 30 days written notice of such termination is given to the vendor.
- 5.5 CANCELLATION (Lease or Rental option): The District reserves the right to cancel any part of the contract for cause under any one of the following circumstances: 1) the vendor fails to make delivery of goods or services as specified in this contract. 2) The vendor fails to perform any of the provisions of this contract. 3) Equipment fails to perform as represented by vendor.
- 5.6 RELOCATING EQUIPMENT: Relocating equipment within the same building, same complex, or to another location shall be performed by the vendor. Vendor(s) may submit hourly rates or a flat rate for move requests on the Accessories Form (see attached).
- 5.7 SUBSTITUTIONS (Lease or Rental options): Following the contract award, alterations in product manufacturing fabrication or delivery of substitute models require prior written approval of the District. If awarded model is discontinued by the manufacturer, then an alternate model at the same price which meets or exceeds specifications may be substituted with prior written approval by the Purchasing Department.
- 5.8 AMENDMENTS TO LEASE AGREEMENT: Vendor agrees to amend their standard lease agreement, as appropriate, to comply with this contract.
- 5.9 **Termination Dates: Bidders agree that any contract entered into as a result of this CSP, will terminate all leases for equipment on the same date regardless of the installation date.**

6. BIDDERS QUALIFICATIONS

- 6.1 If the bidder is a dealer rather than the actual manufacturer of the equipment, the following certification must be included with the dealer's proposal.

"The manufacturer certifies that the dealer is an authorized dealer for the specific equipment proposal. Furthermore, the manufacturer guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon default by the dealer will assume and discharge the dealer's obligations for the remainder of the contract at the prices, terms, and conditions originally proposal by the dealer.

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- 6.2 The bidder shall provide a list of five (5) references, preferably school customers that have used the proposed product(s) for more than twelve months. Each reference listed shall have similar monthly volumes and number of machines as this proposal. Include school name, contact person, telephone number, number of machines and length of time equipment has been at the location.
- 6.3 The bidder shall identify the Service Department which will be responsible for servicing this account. List the address, Service Managers name, number of technicians assigned and hours of operation. The district reserves the right to tour this facility without notice.
- 6.3 Each bidder shall have been in business of selling and servicing copiers for at least five years.
- 6.5 All service technicians shall be trained and certified by the manufacturer. Copies of certificates must be provided with a brief overview of the certification process. Identify the tenure of each technician and your turnover rate of technicians in the last year.
- 6.6 Each bidder will be required to submit a bid bond in the amount of five (5) percent the total cost of this proposal (written by a company licensed to do business in the State of Texas).

7. SERVICE REQUIREMENTS

- 7.1 The following service will be required throughout the contract term:
 - 7.1.1 Contractor will **install** all parts in all copiers.
 - 7.1.2 Proposal **price** for service will include all supplies (except paper and staples), preventive maintenance checks, parts and equipment replacement, and all labor associated with the service of equipment. Any additional cost must be clearly identified as other cost on the proposal form.
- 7.2 Service response time shall not exceed (4) hours. Time starts when a District Representative calls and reports the problem and concludes when a certified technician is on site. Bidder must provide written acknowledgement of this requirement included in the bid response.
- 7.3 All copiers provided under this contract must be guaranteed to perform at an up-time level of 95% per month based on working days (Monday through Friday) unless scheduled to work during weekends.

If a copier is down for 8 continuous "business" hours, (consecutive hours or not) from the time of service call then the contractor may be requested to provide another copier. Downtime is defined as the amount of time between 7:30 a.m. and 4:00 p.m., Monday through Friday; the copier is not capable of producing copies which meet the quality control standards established by the manufacturer. Copies of the quality standards shall be included with the proposal. Should the downtime on a given copier exceed 5% for two consecutive months, the machine will be replaced within ten days. This provision does not void or amend section 5.5. This is merely a benchmark for expected service.

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- 7.4 For the duration of this agreement, all equipment will be under warranty from the date of delivery and installation. This warranty will provide for complete servicing, repair, replacement of defective merchandise, parts and labor, and includes pick-up and delivery.
- 7.5 **Each bidder guarantees that equipment operates at more than 95%. If equipment operates at less than 95% of its stated monthly copy allowance for three (3) months, the vendor will either replace the copier with one that meets the users monthly copier allowance needs or provides an alternate solution, as appropriate, to maximize efficiency. Each bidder also guarantees that the district may have equipment replaced if not completely satisfied with the performance of any piece of equipment for any reason. This determination will be made by the District. See 7.9 for financial penalties.**
- 7.6 **INVOICING & PAYMENT:** The District requests one monthly invoice for either rental or lease option. The District will **not** consider separate invoicing for lease of equipment and one monthly invoice for maintenance costs. In addition, each invoice will list **each** machine by location, serial number, monthly lease (or rental) rate, **and any overage charges accrued that month for each machine, if applicable. Selected vendor (for lease option) will be responsible to make payments to finance provider.** For the Rental Option, the District requests one monthly invoice for rental (rental charges include maintenance) charges. Each invoice will list each machine by location, serial number, **and any overage charges accrued that month for each machine.**
- 7.7 Contractor must provide a monthly report, which includes copy volume, number of service calls, and amount of downtimes.
- 7.8 Without limitation on the right of the District to terminate this contract pursuant to Section 5.3 hereof, the District reserves the right to terminate this contract, in whole or in part, upon the following conditions:

The Contractor files a case under the Federal Bankruptcy Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law; or A court of competent jurisdiction finds the Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or

The Contractor fails to communicate with the District as required by the contract; or the District makes a written determination that the Contractor has failed to substantially perform under this agreement, which determination shall specify the events resulting in the District's determination that the bidder has failed to substantially performed under this contract; or The Contractor fails to comply with any of the terms, conditions or provisions of this contract, in any manner whatsoever. **All equipment will be removed at the expense of the Contractor.**

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- 7.9 The measure of damages in the event of a default by the Contractor may be difficult or impossible to calculate, depending on the nature of the fault. In the event the Contractor fails to respond in accordance with the response times required in this proposal or specified in the successful proposal, the District may require the Contractor to credit \$25 per hour for each hour beyond the specified response time.

In the event, downtime exceeds 5% each month for any machine, the Contractor will credit \$50 per percentile over 5%. Example: If there are 160 hours in the current month, 20 days x 8 hours per day, the contractor would be allowed 5% or 8 hours of down-time without penalty. This penalty is per machine not cumulative for the entire District.

Using the same example, if the piece of equipment is down for 10 hours the District would receive credit of \$50.

See the chart below:

Equipment Up-time	Credit to the District
100% - 95%	None
94% - 93.1%	\$50
93% - 92.1%	\$100
92% - 91.1%	\$150
Under 90%	\$200

Operator errors will not be calculated as downtime; **however the contractor should provide refresher training when operator errors become too frequent.**

- 7.10 Contractor will provide initial and follow-up training for customers at each site. Give a description of your plan to provide training for District employees and procedure for documenting the training.
- 7.11 Contractor will provide a copy of quality control/satisfaction guarantee statement.

- ATTACHMENTS -

The following are subject to change and are provided as approximates for analysis purposes:

1. El Paso ISD Estimated Monthly Copier Usage (January 2009)

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PROPOSAL FORM

Having carefully examined the Notice to Bidders, Terms and Conditions, General Conditions, Special Conditions, and Specifications, the undersigned hereby proposes and agrees to furnish goods and services to the El Paso Independent School District, in strict compliance with those specifications and conditions at the prices quoted unless otherwise noted on the Specification Compliance Form.

**** Failure to submit statements of deviation or non-compliance will indicate full compliance and acceptance of these terms from vendor.**

Proposers Checklist - Items to be included with your proposal:

- ☐ Proposal Form(s) (lease/purchase and rental)
- ☐ Bid Bond
- ☐ Vendors Cost Sheets(s) (lease/purchase and rental)
- ☐ Binder with all requested information
- ☐ Affidavit of Non-Collusion
- ☐ Specification Deviation form (attached)
- ☐ Felony Conviction Notice (attached)
- ☐ Certification Sheet (manufacturers')(attached)
- ☐ Completed Conflict of Interest Form
- ☐ Completed Background Check Form

Proposal prices will be firm for the length of the contract (4 years): _____
Signature of Authorized Representative

FROM:

Firm Name		Phone Number	
Fax Number		Email Address	
Printed Name of Authorized Representative		Title	
Signature of Authorized Representative		Date	

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LEASE PROPOSAL FORM

The following is the list of three (3) digital copier configurations the District is requesting. Also listed are optional accessories for costing purposes. Please provide pricing, as appropriate, and indicate any other related costs not specified herein. It is understood that this pricing is the basis of the formulation of the proposals submitted for consideration. All **cost sheets and spreadsheets, etc.**, used to formulate this offer must be submitted with this proposal for consideration. All equipment proposed must meet the “Energy Star” rating requirements.

CONFIGURATION #1	35 Copies per minute (approximately) 5,000 / 15,000 / 25,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner	5,000	15,000	25,000
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			
CONFIGURATION #2	55 Copies per minute (approximately) 60,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner			
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			
CONFIGURATION #3	75 Copies per minute (approximately) 125,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner			
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			

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LEASE PROPOSAL FORM (continued)

Indicate “overage charges” above the monthly copier allowance for each configuration of copier.

Explain equipment upgrade process; how will equipment upgrades will be handled prior to lease expiration? Example, school decides to upgrade from a 35 cpm to a 75 cpm machine 10 months into lease. Identify the process and ramifications of such upgrade.

Indicate the interest rate applicable to leased equipment and include a sample of a lease contract.

The District requires a toner cartridge recycling program. Describe any other value added programs available to the District.

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LEASE OPTION ACCESSORIES FORM

The following accessories will be available on selected equipment as determined by location and need of the school or department. No accessories will be added to any copier configurations without written authorization by the Purchasing Department.

Include the following optional pricing with your proposal.

The following accessories are to be configured and priced as optional charges for the 35, 55, & 75 CPM machines.

DESCRIPTION	UNIT COST
Printer Expansion Kit Required for Network Connection	
Post Script Expansion Kit	
Built-In Fax	
3-Hole Punch	
Transparency Handling Capability	
Individual Access Codes	

List any other applicable charges (i.e. relocation charges, etc.)

DESCRIPTION	UNIT COST

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

RENTAL PROPOSAL FORM

The following is the list of three (3) digital copier configurations the District is requesting. Also listed are optional accessories for costing purposes. Please provide pricing, as appropriate, and indicate any other related costs not specified herein. It is understood that this pricing is the basis of the formulation of the proposals submitted for consideration. All **cost sheets and spreadsheets, etc.**, used to formulate this offer must be submitted with this proposal for consideration. All equipment proposed must meet the “Energy Star” rating requirements.

CONFIGURATION #1	35 Copies per minute (approximately) 5,000 / 15,000 / 25,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner	5,000	15,000	25,000
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			
CONFIGURATION #2	55 Copies per minute (approximately) 60,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner			
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			
CONFIGURATION #3	75 Copies per minute (approximately) 125,000 monthly copies included Standard Features: Reduction and enlargement Duplex Reversing automatic document feeder Standard paper drawers Finisher/sorter/stapler Network Scanner			
	Monthly Copy Allowance included in monthly cost			
	Brand & Model Number			

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

RENTAL PROPOSAL FORM (continued)

Indicate “overage charges” above the monthly copier allowance for each configuration of copier.

Explain equipment upgrade process; how will equipment upgrades will be handled prior to rental contract expiration? Example, school decides to upgrade from a 35 cpm to a 75 cpm machine 10 months into lease. Identify the process and ramifications of such upgrade.

Indicate the interest rate applicable to leased equipment and include a sample of a rental contract.

The District requires a toner cartridge recycling program. Describe any other value added programs available to the District.

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

RENTAL OPTION ACCESSORIES FORM

The following accessories will be available on selected equipment as determined by location and need of the school or department. No accessories will be added to any copier configurations without written authorization by the Purchasing Department.

Include the following optional pricing with your proposal.

The following accessories are to be configured and priced as optional charges for the 35, 55, & 75 CPM machines.

DESCRIPTION	UNIT COST
Printer Expansion Kit Required for Network Connection	
Post Script Expansion Kit	
Built-In Fax	
3-Hole Punch	
Transparency Handling Capability	
Individual Access Codes	

List any other applicable charges (i.e. relocation charges, etc.)

DESCRIPTION	UNIT COST

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

MANUFACTURER'S CERTIFICATION SHEET

If the bidder is a dealer rather than the actual manufacturer of the equipment, the following certification must be included with the dealer's proposal.

The manufacturer certifies that the dealer is an authorized dealer for the specific equipment proposal. Furthermore, the manufacturer guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon default by the dealer will assume and discharge the dealer's obligations for the remainder of the contract at the prices, terms, and conditions originally proposed by the dealer.

Firm Name	Phone Number
Fax Number	Email Address
Printed Name of Authorized Representative	Title
Signature of Authorized Representative	Date

**EL PASO INDEPENDENT SCHOOL DISTRICT
CSP 09-052 DISTRICT-WIDE COPIERS**

**SPECIFICATION COMPLAINT FORM
ALL EXCEPTIONS TO THIS DOCUMENT MUST BE INDICATED ON THIS FORM.**

Please indicate the section and number of the proposal for each corresponding exception to this document.
If no exceptions are made it should be indicated on this form.

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
ALTA VISTA ELEMENTARY SCHOOL	10,000
ANDRESS HIGH SCHOOL	30,000
ANDRESS HIGH SCHOOL	35,000
ANDRESS HIGH SCHOOL	39,000
ANDRESS HIGH SCHOOL	48,000
ANDRESS HIGH SCHOOL	50,000
ANDRESS HIGH SCHOOL	76,000
ANDRESS HIGH SCHOOL	104,000
ANDRESS HIGH SCHOOL LIBRARY	125,000
AOY ELEMENTARY	1,000
AOY ELEMENTARY	5,000
AOY ELEMENTARY	2,000
AOY ELEMENTARY	15,000
AOY ELEMENTARY	17,000
AOY ELEMENTARY	17,000
ARMENDARIZ MIDDLE SCHOOL	7,000
ARMENDARIZ MIDDLE SCHOOL	3,000
ARMENDARIZ MIDDLE SCHOOL	39,000
ARMENDARIZ MIDDLE SCHOOL	27,000
ARMENDARIZ MIDDLE SCHOOL	37,000
ARMENDARIZ MIDDLE SCHOOL	5,000
ATHLETIC DEPT	9,000
AUSTIN HIGH SCHOOL	1,000
AUSTIN HIGH SCHOOL	3,000
AUSTIN HIGH SCHOOL	3,000
AUSTIN HIGH SCHOOL	2,000
AUSTIN HIGH SCHOOL	3,000
AUSTIN HIGH SCHOOL	6,000
AUSTIN HIGH SCHOOL	4,000
AUSTIN HIGH SCHOOL	84,000
AUSTIN HIGH SCHOOL SANDRA DAY O'CONNOR	5,000
BASSETT MIDDLE SCHOOL	11,000
BASSETT MIDDLE SCHOOL	28,000
BASSETT MIDDLE SCHOOL	32,000
BASSETT MIDDLE SCHOOL	33,000
BASSETT MIDDLE SCHOOL	62,000
BEALL ELEMENTARY SCHOOL	34,000
BEALL ELEMENTARY SCHOOL	14,000
BLISS ELEMENTARY SCHOOL	6,000
BLISS ELEMENTARY SCHOOL	30,000
BOND	7,000
BONHAM ELEMENTARY	22,000
BONHAM ELEMENTARY SCHOOL	26,000
BOWIE HIGH SCHOOL	2,000
BOWIE HIGH SCHOOL	96,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
BOWIE HIGH SCHOOL	112,000
BRADLEY ELEMENTARY	18,000
BRADLEY ELEMENTARY	25,000
BROWN ELEMENTARY	25,000
BUILDINGS & GROUNDS	15,000
BURGES HIGH SCHOOL	36,000
BURGES HIGH SCHOOL	42,000
BURGES HIGH SCHOOL	118,000
BURLESON ELEMENTARY SCHOOL	8,000
BURLESON ELEMENTARY SCHOOL	40,000
BURLESON ELEMENTARY SCHOOL	47,000
BURNET ELEMENTARY SCHOOL	289,000
BUSINESS SERVICES	29,000
CANYON HILLS MIDDLE SCHOOL	49,000
CANYON HILLS MIDDLE SCHOOL	41,000
CANYON HILLS MIDDLE SCHOOL	30,000
CCTE	7,000
CCTE	26,000
CHAPIN HIGH SCHOOL	5,000
CHAPIN HIGH SCHOOL	38,000
CHAPIN HIGH SCHOOL	29,000
CHAPIN HIGH SCHOOL	75,000
CHAPIN HIGH SCHOOL	79,000
CHARLES MIDDLE SCHOOL	30,000
CIELO VISTA ELEMENTARY SCHOOL	4,000
CIELO VISTA ELEMENTARY SCHOOL	21,000
CLARDY ELEMENTARY SCHOOL	32,000
CLARDY ELEMENTARY SCHOOL	29,000
CLENDIN ELEMENTARY SCHOOL	11,000
CLENDIN ELEMENTARY SCHOOL	25,000
COLDWELL ELEMENTARY SCHOOL	60,000
COLDWELL ELEMENTARY SCHOOL	16,000
COLLINS ELEMENTARY SCHOOL	30,000
COOLEY ELEMENTARY SCHOOL	31,000
COOLEY ELEMENTARY SCHOOL	23,000
COOLEY ELEMENTARY SCHOOL	34,000
CORONADO HIGH SCHOOL	4,000
CORONADO HIGH SCHOOL	4,000
CORONADO HIGH SCHOOL	5,000
CORONADO HIGH SCHOOL	3,000
CORONADO HIGH SCHOOL	5,000
CORONADO HIGH SCHOOL	2,000
CORONADO HIGH SCHOOL	2,000
CORONADO HIGH SCHOOL	2,000
CORONADO HIGH SCHOOL	4,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
CORONADO HIGH SCHOOL	1,000
CORONADO HIGH SCHOOL	136,000
CORONADO HIGH SCHOOL	141,000
CROCKETT ELEMENTARY SCHOOL	16,000
CROCKETT ELEMENTARY SCHOOL	89,000
CROSBY ELEMENTARY SCHOOL	11,000
CROSBY ELEMENTARY SCHOOL	34,000
DELTA ACADEMY	11,000
DOUGLASS ELEMENTARY SCHOOL	38,000
DOUGLASS ELEMENTARY SCHOOL	42,000
DOWELL ELEMENTARY SCHOOL	14,000
DOWELL ELEMENTARY SCHOOL	183,000
EL PASO HIGH SCHOOL	7,000
EL PASO HIGH SCHOOL	7,000
EL PASO HIGH SCHOOL	8,000
EL PASO HIGH SCHOOL	317,000
EL PASO HIGH SCHOOL	117,000
EL PASO TELLES ACADEMY	34,000
ELEMENTARY SCHOOLS SUPERVISION	28,000
EXTERNAL FUNDING	13,000
FACILITIES	7,000
FACILITIES	13,000
FANNIN	8,000
FANNIN	13,000
FANNIN ELEMENTARY	26,000
FINANCE ACCOUNT PAYABLE	31,000
FINANCE GENERAL LEDGER	13,000
FINANCE PAYROLL	7,000
FINANCE TRAVEL	8,000
FINE ARTS	9,000
FOOD SERVICES	29,000
FRANKLIN 9TH GRADE LEARNING CENTER	5,000
FRANKLIN 9TH GRADE LEARNING CENTER	4,000
FRANKLIN 9TH GRADE LEARNING CENTER	53,000
FRANKLIN HIGH SCHOOL	29,000
FRANKLIN HIGH SCHOOL	33,000
FRANKLIN HIGH SCHOOL	89,000
FRANKLIN HIGH SCHOOL	92,000
FRANKLIN HIGH SCHOOL	96,000
FRANKLIN HIGH SCHOOL (Band)	34,000
GREEN ELEMENTARY SCHOOL	23,000
GREEN ELEMENTARY SCHOOL	35,000
GUERRERO ELEMENTARY SCHOOL	2,000
GUERRERO ELEMENTARY SCHOOL	14,000
GUERRERO ELEMENTARY SCHOOL	16,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
GUIDANCE SERVICES	13,000
GUILLEN MIDDLE SCHOOL	3,000
GUILLEN MIDDLE SCHOOL	57,000
GUILLEN MIDDLE SCHOOL	42,000
HART ELEMENTARY	2,000
HART ELEMENTARY	33,000
HAWKINS ELEMENTARY SCHOOL	19,000
HEALTH SERVICES	3,000
HENDERSON MIDDLE SCHOOL	50,000
HENDERSON MIDDLE SCHOOL	50,000
HENDERSON MIDDLE SCHOOL	86,000
HILLSIDE ELEMENTARY	4,000
HILLSIDE ELEMENTARY	32,000
HORNEDO MIDDLE SCHOOL	4,000
HORNEDO MIDDLE SCHOOL	16,000
HOUSTON ELEMENTARY SCHOOL	12,000
HOUSTON ELEMENTARY SCHOOL	15,000
HR MOYE ELEMANTARY	15,000
HR MOYE ELEMANTARY	40,000
HR MOYE ELEMANTARY	39,000
HUGHEY ELEMENTARY SCHOOL	6,000
HUGHEY ELEMENTARY SCHOOL	34,000
HUGHEY ELEMENTARY SCHOOL	25,000
HUMAN RESOURCES	26,000
HUMAN RESOURCES	25,000
HUMAN RESOURCES	1,000
HUMAN RESOURCES	5,000
INTERNAL AUDIT	8,000
IRVIN HIGH SCHOOL	28,000
IRVIN HIGH SCHOOL	127,000
IRVIN HIGH SCHOOL	139,000
JEFFERSON HIGH SCHOOL	3,000
JEFFERSON HIGH SCHOOL	2,000
JEFFERSON HIGH SCHOOL	1,000
JEFFERSON HIGH SCHOOL LIBRARY	34,000
JEFFERSON HIGH SCHOOL	52,000
JOHNSON ELEMENTARY SCHOOL	10,000
JOHNSON ELEMENTARY SCHOOL	10,000
JOHNSON ELEMENTARY SCHOOL	26,000
K-12 INSTRUCTION	40,000
KOLHBERG ELEMENTARY SCHOOL	7,000
KOLHBERG ELEMENTARY SCHOOL	9,000
KOLHBERG ELEMENTARY SCHOOL	18,000
KOLHBERG ELEMENTARY SCHOOL	21,000
KOLHBERG ELEMENTARY SCHOOL	30,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
LAFARELLE ALTERNATIVE MIDDLE SCHOOL	29,000
LAMAR ELEMENTARY	17,000
LAMAR ELEMENTARY	26,000
LEE ELEMENTARY SCHOOL	12,000
LEE ELEMENTARY SCHOOL	29,000
LEE ELEMENTARY SCHOOL	32,000
LIBRARY LEARNING RESOURCES	8,000
LINCOLN MIDDLE SCHOOL	4,000
LINCOLN MIDDLE SCHOOL	1,000
LINCOLN MIDDLE SCHOOL	13,000
LINCOLN MIDDLE SCHOOL	28,000
LOGAN ELEMENTARY SCHOOL	4,000
LOGAN ELEMENTARY SCHOOL	58,000
MACARTHUR ELEMENTARY SCHOOL	22,000
MACARTHUR ELEMENTARY SCHOOL	38,000
MAGOFFIN MIDDLE SCHOOL	33,000
MAGOFFIN MIDDLE SCHOOL	37,000
MAGOFFIN MIDDLE SCHOOL	37,000
MAGOFFIN MIDDLE SCHOOL	35,000
MAGOFFIN MIDDLE SCHOOL	110,000
MAINTENANCE PURCHASING	9,000
MAINTENANCE PURCHASING	9,000
MAINTENANCE WAREHOUSE	5,000
MAINTENANCE, BUILDINGS & GROUNDS	15,000
MAXINE SILVA MAGNET HIGH SCHOOL	28,000
MEDIA CENTER	1,000
MEDIA CENTER	5,000
MESITA ELEMENTARY	11,000
MESITA ELEMENTARY	23,000
MESITA ELEMENTARY	25,000
MIDDLE AND HIGH SCHOOL SUPERVISION	14,000
MILAM	14,000
MILAM	9,000
MOREHEAD MIDDLE SCHOOL	29,000
MOREHEAD MIDDLE SCHOOL	53,000
MOREHEAD MIDDLE SCHOOL	144,000
MORENO ELEMENTARY SCHOOL	30,000
MORENO ELEMENTARY SCHOOL	11,000
NEWMAN ELEMENTARY SCHOOL	12,000
NEWMAN ELEMENTARY SCHOOL	50,000
NIXON ELEMENTARY SCHOOL	12,000
NIXON ELEMENTARY SCHOOL	30,000
OCCUPATIONAL CETNER	5,000
PARK ELEMENTARY SCHOOL	6,000
PARK ELEMENTARY SCHOOL	31,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
PARK ELEMENTARY SCHOOL	4,000
POLICE SERVICES	13,000
POLK ELEMENTARY SCHOOL	8,000
POLK ELEMENTARY SCHOOL	29,000
PRIORITY SCHOOLS	4,000
PUPIL SERVICES	16,000
PURCHASING	8,000
PUTNAM ELEMENTARY SCHOOL	32,000
PUTNAM ELEMENTARY SCHOOL	38,000
PUTNAM ELEMENTARY SCHOOL	40,000
RECORDS MANAGEMENT	1,000
REGIONAL DAY SCHOOL FOR THE DEAF	31,000
REGIONAL DAY SCHOOL FOR THE DEAF	5,000
RESEARCH & EVALUATION	29,000
RESEARCH & EVALUATION TESTING CTR	17,000
RICHARDSON MIDDLE SCHOOL	5,000
RICHARDSON MIDDLE SCHOOL	3,000
RICHARDSON MIDDLE SCHOOL	1,000
RICHARDSON MIDDLE SCHOOL	32,000
RICHARDSON MIDDLE SCHOOL	56,000
RISK MANAGEMENT	3,000
RIVERA ELEMENTARY SCHOOL	31,000
RIVERA ELEMENTARY SCHOOL	32,000
ROBERTS ELEMENTARY SCHOOL	33,000
ROBERTS ELEMENTARY SCHOOL	66,000
ROOSEVELT ELEMENTARY (Aoy now)	26,000
ROSS MIDDLE SCHOOL	34,000
RUSK ELEMENTARY SCHOOL	15,000
RUSK ELEMENTARY SCHOOL	32,000
SAN JACINTO ADULT LEARNING CENTER	28,000
SCHOOL AGE PARENT CENTER	26,000
SCHUSTER ELEMENTARY SCHOOL	22,000
SEAC/ROSS	15,000
SILVA	2,000
SPECIAL ED SERVICE CENTER	11,000
SPECIAL POPULATIONS	28,000
SPECIAL POPULATIONS	54,000
SPECIAL POPULATIONS (SKYPARK1)	31,000
STANTON ELEMENTARY SCHOOL	29,000
STANTON ELEMENTARY SCHOOL	50,000
STANTON ELEMENTARY SCHOOL	29,000
SUNSET HIGH SCHOOL	13,000
SUNSET HIGH SCHOOL SUNLAND	28,000
SUPERINTENDENTS OFFICE	7,000
SUPERINTENDENT'S OFFICE	10,000

**EL PASO INDEPENDENT SCHOOL DISTRICT
ESTIMATED MONTHLY COPIER USAGE**

Location Name	Estimated Average Monthly Volume
TECHNOLOGY & INFO SYSTEMS	6,000
TECHNOLOGY & INFO SYSTEMS	10,000
TECHNOLOGY & INFO SYSTEMS	14,000
TERRACE HILLS MIDDLE SCHOOL	47,000
TERRACE HILLS MIDDLE SCHOOL	16,000
TIPPIN ELEMENTARY SCHOOL	13,000
TIPPIN ELEMENTARY SCHOOL	38,000
TIPPIN ELEMENTARY SCHOOL	223,000
TRANSPORTATION	5,000
TRANSPORTATION-CENTRAL	3,000
TRANSPORTATION-NORTHEAST	3,000
TRANSPORTATION-WEST	4,000
TRAVIS ELEMENTARY SCHOOL	7,000
TRAVIS ELEMENTARY SCHOOL	29,000
VILAS ELEMENTARY SCHOOL	7,000
VILAS ELEMENTARY SCHOOL	4,000
VILAS ELEMENTARY SCHOOL	13,000
VIPS/PIE	5,000
WAINWRIGHT	2,000
WAINWRIGHT	5,000
WAREHOUSE	4,000
WESTERN HILLS	9,000
WESTERN HILLS	11,000
WHITAKER ELEMENTARY SCHOOL	42,000
WHITAKER ELEMENTARY SCHOOL	12,000
WHITE ELEMENTARY SCHOOL	16,000
WHITE ELEMENTARY SCHOOL	20,000
WHITE ELEMENTARY SCHOOL	22,000
WIGGS MIDDLE SCHOOL	29,000
WIGGS MIDDLE SCHOOL	38,000
WIGGS MIDDLE SCHOOL	48,000
WIGGS MIDDLE SCHOOL	42,000
ZAVALA ELEMENTARY SCHOOL	2,000
ZAVALA ELEMENTARY SCHOOL	43,000
ZAVALA ELEMENTARY SCHOOL	46,000

NOTICE TO BIDDERS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF COMPETITIVE SOLICITATIONS UNLESS SUPERSEDED BY ANY ATTACHED TERMS AND SUPPLEMENTAL CONDITIONS OR SPECIFICATIONS IN WHICH CASE ATTACHED CONDITIONS WILL PREVAIL.

ANY EXCEPTIONS TO THESE TERMS & CONDITIONS MUST BE COMMUNICATED IN WRITING.

1. Purpose of Solicitation. The purpose of this solicitation is to secure the services of a firm or individual, to provide services/goods to the El Paso Independent School District, on behalf of the Board of Trustees, to support the needs of the District.
2. Proposals must be submitted in its entirety on this form and continued on any attached list(s) of proposal items. Each proposal shall be placed in a separate envelope, which states proposal number and date to be opened.
3. **Proposals must be received in the Purchasing Office by the hour and date specified. Late proposals will be returned unopened.**
4. Facsimile or other written response to a solicitation request, other than this form, is not acceptable.
5. Proposed unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.
6. Proposal prices must be firm for acceptance for at least 1 year from proposal opening date unless otherwise specified and no proposals may be withdrawn without written approval after a contract has been signed or partial performance of the proposal agreement has begun.
7. **Failure to manually sign proposal will disqualify it.** Person signing proposal should show title or authority to bind the firm to a contract.
8. The district is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in proposal. If it is determined that tax was included in the proposal it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.
9. Proposed prices shall be F.O.B. Destination. Freight Prepaid. If otherwise, show the exact or estimated cost to deliver.
10. Address for Offers. Proposals shall be addressed as shown on the advertisement for proposal page and delivered to the Purchasing Office, 4900 Woodrow Bean, El Paso, Texas 79924 unless otherwise changed.
11. Preparation of Offers. Proposal Form should be typed, printed or written in ink. Proposals written in pencil will not be considered for an award.
12. Withdrawal of Offers. Proposals may be withdrawn any time prior to official time of submission by submitting a written and signed request to Mrs. Laura Rivera, Executive Director of Procurement. Any Offeror who withdraws a proposal shall sign a written receipt. After the official time of submission, all proposals become the property of the District.
13. Competitive Sealed Proposal. When the District issues a solicitation as a Competitive Sealed proposal, only the Identity of the vendor will be disclosed at the time of opening. The content of any proposal(s) will be available for review only after contract award.
14. Addenda to Solicitation. If necessary, the District may modify the solicitation by formal written addendum, delivered via email (or as appropriate) to all parties which the District has record as having received and electronic copy from the District's website, or received a copy of the solicitation. Any addendum to this solicitation shall be acknowledged on the addendum form provided by the District. The addendum form should be signed and returned to the Procurement Department. Failure to do so may cause the offer to be ineligible for consideration of contract award. No oral or informal amendment to this solicitation shall be binding on the District or the Board.
15. Rejection of Offers. The District reserves the right to accept or reject any or all offers, to waive all technicalities, and to accept the offer or offers that are determined to be most favorable to the District.
16. Solicitation Costs. This solicitation does not obligate or commit the District to pay any costs incurred in the preparation and submission of the offer or to contract for the services specified. Further, the District is not obligated to pay any costs incurred by any vendor as a direct result of errors or omissions committed by District employees or agents in the processing of this solicitation.

NOTICE TO BIDDERS

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ANY EXCEPTIONS TO THESE TERMS & CONDITIONS MUST BE COMMUNICATED IN WRITING.

17. Evaluation. Recommendation as to best value for the District for contract award of any proposal may include an assessment of at least one of the following items:
 - Purchase Price
 - Reputation of the Vendor and the vendor's goods or services
 - Quality of the vendor's goods or services
 - Extent to which the goods or services meet the District's needs
 - Vendor's past relationship with the District
 - Total long term cost to the District to acquire the vendor's goods or services
 - Any other relevant factor specifically listed in the request for bids or proposals
18. Rejection of Solicitation. The District may, by written notice to the vendor, reject any solicitation after it is determined by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the vendor, or any agent, representative of the vendor, to any officer, employee, or member of the Board with a view toward securing a contract or securing favorable treatment with respect to the award of amendment of this solicitation.
19. Clarification. If any vendor is in doubt as to the meaning of any part of this solicitation, a written request for clarification should be submitted to Mrs. Laura Rivera, Executive Director of Procurement, no later than seven calendar days prior to the official time for submission. An interpretation of the request shall be made only by written response, duly issued, with a copy posted to the Procurement Department website.
20. Separate Contract. The District may require that the Offeror sign a separate, formal contract document that fully incorporates all the provisions of this Proposal, either by reference or specific inclusion. If the Offeror requires the District to sign a separate contract, that contract must be included in the Offeror's proposal. If an Offeror proposes changes to any provision in the proposal and/or attached contract or if the Offeror's desires additional provisions to be included in the final contract, the Offeror must so indicate in a "mark up" version of the attached contract which will be made part of the Offeror's proposal. The District reserves the right to modify the terms and conditions of any proposed contract during negotiations with the Offeror.
21. Negotiations. Negotiations may be conducted by the District, in its best interest, best and final offer requirements may also be part of the negotiation process or award may be made based on the results of the original offers. Negotiations may include, but are not limited to:
 - Price of the items or services so specified in the offer
 - Delivery time after receipt of order, or time of completion of the project
 - Determining whether the Offeror has the financial capabilities, facilities, personnel and equipment necessary to provide required items or services.
22. Required Forms. Offeror must complete all forms and submit as part of their proposal. To include, but not limited to the following forms:
 - Felony Conviction Notification
 - Principal place of business questionnaire
 - Conflict of Interest Questionnaire
 - W-9 Form
23. Identical Offers. If the District receives two or more offers from responsible Offerors that are identical in nature and amount, as the lowest and best offers, it shall select only one offeror from the identical Offeror. If only one of the Offerors submitting identical offers is a resident of the District, that offer shall be selected. If two or more such Offerors are resident of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by the casting of lots.
24. Alternate Offers. Unless identified in the solicitation as No Substitutes, alternate offers will be accepted and considered provided they are equal and meet all specifications of this solicitation which may include all specifications of the Brand used to identify the quality of the goods and/or services requested. The District reserves the right to make the final determination of whether the alternate offer is equal. It is the Offeror's responsibility to provide as part of its offer, descriptive literature and specification information on all alternates offered. References of current users should be included. If the offer is not clearly identified as alternate items, it is understood that the offer is for items exactly as specified in the Solicitation.

NOTICE TO BIDDERS

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ANY EXCEPTIONS TO THESE TERMS & CONDITIONS MUST BE COMMUNICATED IN WRITING.

25. Bank references, Dunn and Bradley report, and/or financial rating information must be provided with response prior to contract issuance, if a contract is awarded as a result of this solicitation.
26. Open Records. EPISD considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 522). Notwithstanding the foregoing disclosure of information related to this solicitation shall be made only after contract is awarded.
27. Deliveries under terms of the request for sealed proposals will be in accordance with the dates indicated therein except where no date is indicated; the vendor will enter the earliest date, which can be assured. If delays are foreseen, written notice shall be given the district, which will take the extensions under advisement. Vendors should keep the district advised of the status of orders, as failure to meet delivery dates might result in removal from the approved proposal list. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified.
28. Installation. (When applicable) the successful proposer shall provide the following services and requirements at no additional cost above the initial proposal price on equipment or furniture. Provide transportation of the items to the building, locating the items in the proper location within the building, uncrating, complete assembly and adjustment by a trained installation mechanic and removal of all debris. Equipment is to be complete including operating/owners manuals, wiring, and piping, and made ready for electrical and/or fluid service connection by the School District. After connection, make the machine ready, start up, analyze and correct any malfunction of the equipment. Provide all materials, equipment and labor to place machinery in top operating condition or to fully assemble furniture.
29. Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive – not restrictive – it is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If bidding on other than referenced specifications, proposal must show manufacturer, brand, model, etc. of article offered. If brand other than the specified is offered, complete descriptive information of said article must be included with the proposal. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be furnished.
30. Samples, when requested, must be furnished within five working days of the request at no cost to the district. If not destroyed in examination they will be returned to the bidder on request at the vendor's expense.
31. All items proposed must be new, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal.
32. The El Paso Independent School District reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the District.
33. The El Paso Independent School District reserves the right to purchase additional articles, if needed, as listed on this proposal subject to verification of the same or lower prices and conditions as proposal.
34. During the performance of the contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or handicapping conditions.
35. A manufacturer's specification sheet must be provided with the proposal if an alternate brand is submitted.
36. Material Safety Data sheets (MSDS) must accompany any proposal item which requires this information, or must be made available prior to the award of such an items.
37. Any obligation of the School District to continue the contract beyond the current fiscal year would be subject to funding in the budget approved by the Board of Trustees for the succeeding fiscal year.
38. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order and bid number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to

NOTICE TO BIDDERS

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ANY EXCEPTIONS TO THESE TERMS & CONDITIONS MUST BE COMMUNICATED IN WRITING.

- requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
39. Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a Bill of Lading will operate as a tender of goods.
40. Title and Risk of Loss: The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
41. Place of Delivery: The place of delivery shall be set forth on the purchase order. All items to be delivered to EPISD James Gamble Facility, 4900 Woodrow Bean Transmountain Drive, El Paso, Texas 79924; will be between the hours of 8:00 a.m. and 3:30 p.m. (MDT/MST) unless otherwise specified by the District. Any change thereto shall be effected by modification as provided for in Clause 54, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."
42. Special Tools and Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
43. Warranty Products: Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.
44. Safety Warranty: Seller warrants that the products sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within an agreed number of days correction made by Buyer will be at Seller's expense.
45. Anti-Lobbying Provision. Between the date of issuance of this solicitation and continuing through the date of award by the EPISD Board of Trustees, each Proposer and its respective employees, agents, subcontractors and representatives, shall be prohibited from directly or indirectly discussing, communicating, lobbying for, or promoting its respected proposal with any member of the EPISD Board of Trustees, any member of EPISD staff, any member of an employee association affiliated with or representing any EPISD employee or group of employees, any member of an EPISD committee having responsibilities in connection with solicitation, except in the course of EPISD-sponsor inquiries, briefings, interviews, negotiations or presentations or in the course of the public session of an official meeting of the EPISD Board of Trustees. EPISD-sponsored inquiries, briefings, interviews, negotiations or presentations will only be initiated by the Procurement Department. This policy is intended to create a level playing field for all actual or potential Proposers and ensure that contract decisions are made in public, and to protect the integrity of the solicitation process. Any violation of this provision may result in rejection of the Proposer's proposals.
46. Conflict of Interest: a. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. B. No employee of the District will have a direct financial interest in any contract with the District, nor will an employee have a direct financial interest in the sale to the District of any land, equipment, supplies and materials, or services. Any violation of this policy will render the contract involved void, unless such contract or sale is approved by the Board of Trustees after full disclosure.
47. Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute

NOTICE TO BIDDERS

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- or designate the Contractor or any of his employees as employees of the District. Neither the contractor nor his employees shall be entitled to any of the benefits established for the District employees, nor be covered by the District's Worker's Compensation Program.
48. Assignment Delegation: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in the conformity with this paragraph.
49. Waiver: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
50. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of an award if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies, which Buyer may have in law or equity.
51. Right of Inspection: Buyer shall have the right to inspect the goods at delivery before accepting them.
52. Termination: The performance of work may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work thereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 32, herein.
53. Force Majeure: If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
54. Modifications: This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
55. Interpretation Parole Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition in the Code is to control.
56. Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of this agreement.
57. Advertising: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state or local government.
58. Right of Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
59. Venue: Both parties agree that venue for any litigation arising from this contract shall lie in El Paso County, Texas.

NOTICE TO BIDDERS

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ANY EXCEPTIONS TO THESE TERMS & CONDITIONS MUST BE COMMUNICATED IN WRITING.

60. Non-Performance Penalties: If, at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the El Paso Independent School District reserves the right to:
- Purchase on the open market and charge the contractor the difference between contract and actual purchase price, and/or
 - Deduct such charges from existing invoice totals due at the time, and/or
 - Cancel the contract with thirty- (30) days written notification.
- of such audit, the Contractor agrees to provide the District's auditor(s) with reasonable access to Contractor's employees and make all such financial, performance, and compliance records available within 7 calendar days of the District making the request.
61. Vendor Qualification: Vendors not on the District's bid list shall be required to prove their qualifications concerning the following criteria:
- Financial capabilities
 - Bonding status
 - Contractual history (references)
 - Ability to fulfill & abide by terms and specifications
3. Quality and stability of product and sources
62. Award of Contract: The proposal (contract) will be awarded to the lowest responsible bidder whose bid conforming to the "Invitation to Bid" is the most advantageous to the district and any other factors as stated under Subchapter B. Purchases; Contracts of the Texas Education Code Sec. 44.031 (b).
63. Price Escalation on Multi-Year Contracts: EPISD will consider a price increase if the option to extend is exercised. Any price increase **must** be justified (i.e. an industry-wide increase etc.) in writing and will require Board Approval before any price increase takes place.
64. Non-Appropriation Clause: This contract is subject to the approval of each year's funding beginning September 1 and ending August 31 of each current year and may be terminated without penalty by the District if funds are not made available for this expenditure.
65. Price Increases: EPISD will consider a price increase if the increase occurs after the minimum time stated in #9 of this notice and **must** be justified (i.e. and industry-wide increase etc.) in writing with the approval of the Purchasing Office.
66. The Contractor agrees to retain, and keep accessible, all fiscal and other records related to this contract for at least three years following the final payment made under this Contract or until all pending matters are closed, which ever is later. The district may (internally or through a contracted auditor) conduct an audit of the Contractor's financial, performance, and compliance records maintained in connection with the operations and services performed under this contract. In the event

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

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

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

Signature of person doing business with the governmental entity

Date

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 (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 4 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 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester 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,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules regarding partnerships* on page 1.

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 income tax return. 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 income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

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

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

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

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, 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

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

²However, 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 online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-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.

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

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

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

EL PASO INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION / DEBARMENT NOTICE / CLEAN AIR & WATER ACT NOTICE

Texas Education Code 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. (Please **CHECK APPROPRIATE BOX** below and **COMPLETE ALL SIGNATURE BLOCKS**.)

Company's Name: _____

Authorized Company Official's Name (printed): _____

- ☐ My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable
- ☐ My firm is not owned nor operated by anyone who has been convicted of a felony
- ☐ 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: _____

I hereby further certify that my company has not been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

Signature of Company Official: _____

I the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 7606), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency Regulation, 40 CFR Part 31 and as required under OMB Circular A-102. the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Signature of Company Official: _____

BACKGROUND CHECKS: Vendor shall comply at its sole expense with all applicable laws in performance of the contract to be awarded. If the award involves the provision of any services to the District, Vendor shall furthermore comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, Section 153.1117 of Title 19 of the Texas Administrative Code, and any District board policy relating to or arising from such statute or regulation, shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a disqualifying criminal history performs services under the award at or for the District, and shall timely provide to written certifications thereunder in such form and substance as requested by the District.

EL PASO INDEPENDENT SCHOOL DISTRICT

GENERAL INFORMATION

Information will be used to determine Principal Place of Business according to Government Code Chapter 2252.001 & 002 Texas revised Civil Statues.

GENERAL INFORMATION:

1. Legal Name of Business: _____
2. Street Address: _____
3. Post Office Box (if any) or Mailing Address if different from above: _____

4. City: _____ State: _____ Zip: _____
5. Telephone Number: (_____) _____
6. Nature of Business (i.e., automobile dealer, electrical contractor, etc.): _____

7. Type of Business Organization (Check One):

_____ Sole Proprietorship

_____ Other Legal Entity

_____ Partnership (General or Limited)

_____ Corporation

QUESTIONS RELATED TO PRINCIPAL PLACE OF BUSINESS?

8. In what state is your principal place of business? _____
9. In what state, if any, is your business incorporated? _____
10. If business is a corporation, furnish the name and address of the agent for service: _____

11. Is your business authorized to do business under the laws of the State of Texas? _____

12. Do you transact business in more than one state? _____ If so, list all the states in which you transact business: _____

13. In what state are the majority of your activities conducted? _____

14. List the total gross sales of your business within the last two calendar years. \$ _____

15. In what state does your business earn the largest percentage of its revenues? _____

What percentage is earned in Texas? _____

16. In what state is the largest percentage of the capital? _____

Where are the assets of your business located? _____

What percentage is located in Texas? _____

17. Give the address of your general office where centralized control of your business is conducted?

18. In what state does the largest percentage of full-time equivalent employees of your business reside permanently? _____

What percentage resides permanently in Texas? _____

How many full-time equivalent employees reside permanently in Texas? _____

19. Give the name and residential address(es) of the officer(s), sole proprietor or partners of your business:

(Owner or Officer)

(Printed Name)

(Print Title)

CONTRACTOR CERTIFICATION

Under Section 22.0834 of the Texas Education Code and Section 153.1117 of Title 19 of the Texas Administrative Code, as may be amended (the "Applicable Law"), any entity that contracts with El Paso Independent School District (the "District") to provide services (each, a "Contractor") must obtain criminal history record information regarding its covered employees, and must ensure that each of its subcontractors, if any (each, a "Subcontractor"), obtain criminal history record information regarding the covered employees of such subcontractor. The Contractor must certify its compliance with the Applicable Law to the District, and any covered employees of the Contractor or of any Subcontractor with disqualifying criminal histories are prohibited from serving at the District. If the Contractor is a natural person acting as an independent contractor, the Contractor shall also be considered his/her own employee for purposes of this Certification. For these purposes, "covered employees" means employees who have or will have continuing duties related to the service to be performed at the District and have or will have "direct contact with students" meaning contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee, and "disqualifying criminal history" means any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. Contractor is encouraged to review its obligations under the Applicable Law.

On behalf of _____ (the "Contractor"), I certify, acknowledge, and agree that [check each box as applicable]:

- ☐ Contractor does not currently provide any services to the District, and is not under any existing or pending contract to provide services to the District. If this box is checked, no further boxes need be checked.
- ☐ Any contract of Contractor with the District does not involve the provision of any services whatsoever to the District, including without limitation installation services. If this box is checked, no further boxes need be checked.
- ☐ If the Contractor is a natural person or a proprietorship, then I certify that I am such person and/or the owner of such proprietorship, that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), and that I do not have a disqualifying criminal history. I further agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term. I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my contract at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.
- ☐ None of Contractor's employees are covered employees, as defined above. If this box is checked, I further certify on Contractor's behalf that Contractor has taken precautions or imposed conditions to ensure that Contractor's employees will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.
- ☐ Some or all of Contractor's employees are covered employees. If this box is checked, I further certify and agree that: (a) Contractor has obtained all required criminal history record information regarding its covered employees and that none of the covered employees has a disqualifying criminal history; (b) if Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days thereafter; (c) upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees; (d) if the District objects to the assignment of a person which the District believes to be a covered employee on the basis of the such person's criminal history record

information, Contractor agrees to discontinue using that covered employee to provide services at or for the District.

- ☐ Contractor will not use any Subcontractors to provide the contracted services. If this box is checked, the remaining boxes should not be checked.

- ☐ Contractor will use one or more Subcontractors to provide the contracted services, but none of the Subcontractors, or their employees, is a covered employee. If this box is checked, I further certify that Contractor and its subcontractors have taken precautions or imposed conditions to ensure that the subcontractors and their employees will not become covered employees. Contractor and its subcontractors will maintain these precautions or conditions throughout the time the contracted services are provided.

- ☐ Contractor will use Subcontractors to provide the contracted services, but some of the subcontractors, or their employees, are covered employees, as defined above. If this box is checked, I further certify that: (a) each Subcontractor has certified to Contractor that such Subcontractor has obtained all required criminal history record information regarding its covered employees; (b) none of the covered employees has a disqualifying criminal history; (c) if Contractor receives information that a covered employee of a subcontractor subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days thereafter; (d) upon request, Contractor will provide the District with the name and any other requested information of the covered employees of each of its Subcontractors so that the District may obtain criminal history record information on such covered employees; (d) if the District objects to the assignment of a person whom the District believes to be covered employee of a Subcontractor on the basis of such person's criminal history record information, Contractor agrees to discontinue, and cause such Subcontractor to discontinue, using that covered employee to provide services at or for the District.

By my signature below, Contractor further agrees as follows: (a) it is and will remain in compliance with the Applicable Law and with any District policies relating thereto or arising therefrom; (b) it will ensure that no covered employee of Contractor or any Subcontractor with a disqualifying criminal history provides service at or for the District; (c) it will defer to any belief or contention of the District that a particular person is a covered employee or has a disqualifying criminal history and to the District's interpretation of Applicable Law; and (d) it understands that any noncompliance with, any misrepresentation or inaccuracy within, or any other breach, of this Certification may be grounds for contract termination or other legal action by the District at its option.

Name of Contractor

By: _____
Name: _____
Title: _____

Date