

Postal Mail Address

**EL PASO INDEPENDENT SCHOOL DISTRICT
PROCUREMENT SERVICES
4900 Woodrow Bean Trans Mountain Dr.
El Paso, Texas 79924**

**THIS IS NOT AN ORDER
THIS IS A REQUEST FOR PROPOSAL**

DATE: JULY 04, 2012

RFP #13-001

Delivery to _____

State Your Terms _____

**RFP DUE: JULY 31, 2012 AT 3:00 PM DST
IN EPISD PROCUREMENT SERVICES AT
4900 WOODROW BEAN DRIVE
EL PASO, TEXAS 79924**

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

**REQUEST FOR PROPOSAL #13-001
PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES**

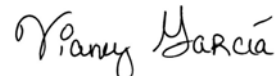
The El Paso Independent School District will accept proposals from qualified vendors to provide Public Relations Department Review & Assessment Services as described herein.

**SEALED PROPOSALS MUST BE ADDRESSED TO THE PURCHASING OFFICE AND MARKED AS FOLLOWS:
RFP #13-001 PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES DUE BY JULY 31, 2012 AT 3:00 PM DST**

FAILURE TO COMPLY WITH SPECIFICATIONS MAY RESULT IN THE DISQUALIFICATION OF PROPOSAL. ANY PROPOSAL RECEIVED AFTER THE TIME/DATE STATED ABOVE WILL NOT BE CONSIDERED. UNSIGNED PROPOSALS AND/OR PROPOSALS RECEIVED VIA FACSIMILE OR EMAIL WILL NOT BE CONSIDERED.

EPISD WILL BE CLOSED JULY 4-6, 2012 AND FRIDAYS, STARTING JUNE 29, 2012 THROUGH AUGUST 24, 2012

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).



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

**VIANEY GARCIA, PURCHASING AGENT
(915) 759-2703**

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."

Public Disclosure of Proposal Information: Proposers are cautioned that, once a contract has been awarded, all information contained in proposals submitted pursuant to this RFP must, upon request, be disclosed to the public, unless the information is exempt from the requirement of the Texas Public Information Act, Government Code Section 552.001 et. seq., pertaining to public information or other applicable law. EPISD reserves its right to open proposals in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during negotiations and prior to award. Trade secrets, commercial or financial background data, and privileged or confidential information may be excluded from public inspection even after the award if and to the extent permitted by law. Any information contained in your proposal falling into one of these categories which you want protected from public disclosure must be clearly identified and clearly marked as such so that EPISD may, at its option, seek to take appropriate action to protect it, to the extent consistent with applicable law. If a request is made FOR all or part of any proposal, whether or not so designated, EPISD shall be entitled to take such action on the matter as legally permitted, including without limitation the requesting of the Attorney General's ruling on the issue. A Proposer's designation of all or any part of its proposal as confidential or otherwise not subject to disclosure shall not be blinding upon EPISD. A Proposer who claims information or materials contained in its proposal is privileged or confidential may be asked to support such a claim in a request for a determination by the Attorney General.

A proposer who claims a copyright on all or any portion of a proposal shall affix a copyright notice thereon in a conspicuous manner and location so as to give reasonable notice of the claim of copyright. (Note: by submitting a proposal, a proposer authorizes EPISD to make additional copies thereof as needed for evaluation and other "fair use" purposes).

All requests to review and/or obtain copies of Proposals must be submitted in writing and will be handled as a Public Information Act request. According to prior determinations by the Attorney General, competing proposals do not need to be disclosed under the Texas Public Information Act unless and until the final contract is signed.

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
RFP #13-001 PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES

I.PURPOSE:

The El Paso Independent School District (EPISD) seeks proposals from selected firms or individuals to aid and assist the EPISD in the development of its public relations and communications department. Selected vendors must possess the ability to analyze, develop and help structure the District's current public relations department. Proposal should identify the necessary resources the EPISD will need to create and maintain this organization.

II. SCOPE OF WORK:

- Development of the District's current school district Public Relations Department.
- Review current communications organization and staffing levels.
- Recommend, revise and or issue new structure appropriate for a large school district; with consideration given to budget challenges, district expectations, and current personnel.
- Recommend appropriate job title, responsibilities and appropriate qualifications and/ or required experience (emphasis on management of mass media, public relations desired).
- Recommend process for advertising, interviewing, and selecting highly qualified individuals for such positions needed to meet the Districts needs.
- Proposed solutions should include information to address how the District may successfully utilize social media such as Facebook and Twitter etc. to communicate effectively with the local community.

III. VENDOR REQUIREMENTS:

- A complete statement of professional qualifications and prior experience.
- Identify your firm's work experience on projects of similar scope and complexity with large urban public school districts. Provide a minimum of three (3) examples of project experiences specifically related to the development and implementation of a public relations department, **if possible**, with school districts, municipal governments, non-profits, universities and any other public entities. Include project location, client name, address, and telephone number. Staff will contact these references.
- Describe the capabilities of your firm and the level of commitment to provide the resources necessary to meet the District's needs as identified on this document.
- Summarize proposals of the project manager and key personnel who will work on the EPISD project. Proposals of key personnel to include, but not be limited to, experience on similar type and size projects, education, tenure with firm, and specialized experience.
- Identify the specific location(s) where work and services will be provided, what portions of the work and services will be provided in El Paso. It is preferred, but not necessary for the firm or individual to have an El Paso presence during the tenure of the operational and management review process.

EL PASO INDEPENDENT SCHOOL DISTRICT
RFP #13-001 PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES

- Summarize your firm's resources and capabilities; including location, size, and staffing.
- Provide any additional information you would like the El Paso Independent School District to be aware of which you believe might have a direct bearing on your firm's qualification to perform on this project.

IV. DESIRED PROPOSALS CRITERIA:

The EL PASO INDEPENDENT SCHOOL DISTRICT staff will evaluate proposals submitted according to the following criteria outlines below.

1. Prior experience of public relations firm. The public relations firm must:
 - Have at least five years experience managing these types of projects;
 - Have experience working with school districts, universities, local municipal governments and non- profit organizations dealing addressing public relations projects;
 - Illustrate successful knowledge of public relations issues affecting large urban school districts;
 - Illustrate successful record of recommendations that have been implemented.
2. Capabilities of assigned personnel and level of commitment.
3. Level of understanding and familiarity with EPISD or comparable school district and its internal and administrative public relations needs.
4. Responsiveness of the written statements to the purpose and scope of work.
5. Price fee must be identified, i.e- cost per hour, day, fee structure by position, etc. Proposal must also identify whether any additional fees will be charged to EPISD.

V. SUBMITTAL INSTRUCTIONS:

Interested firms or individuals wishing to participate should follow these instructions:

1. Firms shall submit 1 original and 4 copies of the response to the Request for Proposals to the department and address as noted on the first page. Proposals forwarded to offices and locations other than noted on the first page, will be deemed non-responsive.
2. Failure to submit completed forms as required by the RFP may result in the Respondent's interest statement being deemed non-responsive.
3. The El Paso Independent School District reserves the sole right to evaluate the proposals submitted, to have School District waive any irregularities therein, to select candidates for interview or to reject any or all firms which submitted proposals should it be deemed in the District's best interest. The El Paso Independent School District also reserves the right to re-issue the request for proposals if necessary.

**EL PASO INDEPENDENT SCHOOL DISTRICT
RFP #13-001 PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES**

VI. QUESTIONS/REQUEST FOR ADDITIONAL INFORMATION:

Any questions regarding this RFP must be submitted in writing by July 12, 2012 to Ms. Vianey Garcia, Purchasing Agent via facsimile to (915) 759-2701 or electronically to vgarcia2@episd.org and electronically to Ms. Gabriela Garcia, Buyer at ggarcia4@episd.org.

Deadline Sealed responses must be received by EPISD Procurement Services no later than July 31, 2012 at 3:00 PM MDST addressed as follows:

RFP #13-001 PUBLIC RELATIONS SERVICES

Attn: Ms. Vianey Garcia, Purchasing Agent
EPISD Procurement Services
4900 Woodrow Bean Trans Mountain Dr.
El Paso, TX 79924

VII. EVALUATION FACTORS FOR AWARD

1. Proposals will be evaluated based upon the proposals of the firm and its ability to satisfy the proposal requirements.
2. The District reserves the right to award one or more contracts as the result of this solicitation.
3. A committee will be selected to evaluate proposals. The objective of the evaluation committee is to select the most qualified firm or individual(s), utilizing the evaluation factors set forth below.
4. The School District is aware of the complexity of the services to be provided and the fact that there is more than one approach to satisfying the minimum specifications or that more than one solution or method may be applied to meet a given requirement. The evaluation program is designed to allow a certain amount of freedom in how to accomplish the task, as long as the District's functional requirements are met.
5. Firms or individuals will be evaluated in accordance with the following factors and ranked according to the total number of points the individual proposal earned based on the stated maximum point allowance per factor.
6. Basis of Award. It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The contractor will be selected on the basis of demonstrated competence and proposals to perform the services outlined.

**EL PASO INDEPENDENT SCHOOL DISTRICT
RFP #13-001 PUBLIC RELATIONS DEPARTMENT REVIEW & ASSESSMENT SERVICES**

VIII. EVALUATION CRITERIA

Price	40 points
• Fee per hour, day, position etc.	
Prior Experience	25 points
• Organization, personnel experience in public relations projects with school districts, universities and other governmental bodies and/or non-profit entities.	
Proposed plan of action & meeting project deadlines	25 points
Samples of previous public relations projects or plans	5 points
References	5 points
Total	100points

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 respective proposal with any member of the EPISD Board of Trustees, any member of the 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 this solicitation, or any consultant or professional retained or used by EPISD in connection with this solicitation, except in the course of EPISD-sponsored inquires, 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 inquires, briefings, interviews, negotiations, or presentations will only be initiated by the Procurement Services 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 proposal.

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 the 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.

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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 the 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.

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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. Public Disclosure of Proposal Information. Proposers are cautioned that, once a contract has been awarded, all information contained in proposals submitted pursuant to this RFP must, upon request, be disclosed to the public, unless the information is exempt from the requirement of the Texas Public Information Act, Government Code Section 552.001 et. seq., pertaining to public information or other applicable law. EPISD reserves its right to open proposals in a manner that avoids disclosure of the contents to competing proposers and keeps the proposals secret during negotiations and prior to award. Trade secrets, commercial or financial background data, and privileged or confidential information may be excluded from public inspection even after the award if and to the extent permitted by law. Any information contained in your proposal falling into one of these categories which you want protected from public disclosure must be clearly identified and clearly marked as such so that EPISD may, at its option, seek to take appropriate action to protect it, to the extent consistent with applicable law. If a request is made FOR all or part of any proposal, whether or not so designated, EPISD shall be entitled to take such action on the matter as legally permitted, including without limitation the requesting of the Attorney General's ruling on the issue. A Proposer's designation of all or any part of its proposal as confidential or otherwise not subject to disclosure shall not be blinding upon EPISD. A Proposer who claims information or materials contained in its proposal is privileged or confidential may be asked to support such a claim in a request for a determination by the Attorney General.

A proposer who claims a copyright on all or any portion of a proposal shall affix a copyright notice thereon in a conspicuous manner and location so as to give reasonable notice of the claim of copyright. (Note: by submitting a proposal, a proposer authorizes EPISD to make additional copies thereof as needed for evaluation and other "fair use" purposes).

All requests to review and/or obtain copies of Proposals must be submitted in writing and will be handled as a Public Information Act request. According to prior determinations by the Attorney General, competing proposals do not need to be disclosed under the Texas Public Information Act unless and until the final contract is signed.
27. 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.
28. 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.
29. 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.
30. 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.

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31. 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.
32. All items proposed must be new, in first-class condition, including containers suitable for shipment and storage, unless otherwise indicated on the proposal.
33. 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.
34. 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.
35. 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.
36. A manufacturer's specification sheet must be provided with the proposal if an alternate brand is submitted.
37. 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.
38. 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.
39. 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 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.
40. 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.
41. 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.
42. 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."
43. 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.
44. 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.
45. 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.
46. 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

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- 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.
47. 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.
48. 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 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.
49. 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.
50. 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.
51. 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.
52. Right of Inspection: Buyer shall have the right to inspect the goods at delivery before accepting them.
53. 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.
54. 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.
55. Modifications: This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.

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.

56. 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.
57. 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.
58. 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.
59. 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.
60. Venue: Both parties agree that venue for any litigation arising from this contract shall lie in El Paso County, Texas.
61. 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.
62. 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
 - Quality and stability of product and sources
63. 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).
64. Contract Term: Any award made as the result of a EPISD-issued competitive solicitation will remain in effect for one year from date of award. The District may, at its sole discretion, request an extension of the contract for a period of two (2) additional years, twelve (12) months at a time. Extension of any contract is contingent upon satisfactory service and will require written authorization by both parties.
65. 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.
66. 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.
67. Price Increases: EPISD will consider a price increase if the increase occurs after the minimum time stated in #6 of this notice and **must** be justified (i.e. and industry-wide increase etc.) in writing with the approval of the Purchasing Office.

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

W-9

**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
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

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. citizen or other U.S. person (defined below).

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 ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

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 Statutes.**

GENERAL INFORMATION

Legal Name of Business: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

PO Box/Mailing Address (if different from above): _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Fax Number: _____

Website: _____

Nature of Business (i.e., automobile dealer, electrical contractor, etc.): _____

Type of Business: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership (general or limited) ☐ Other

QUESTIONS RELATED TO PRINCIPAL PLACE OF BUSINESS

In what state is your principal place of business: _____

In what state, if any, is your business incorporated: _____

If business is a corporation, provide the name and address of the agent for service: _____

Is business authorized to do business under the laws of the State of Texas: ☐ Yes ☐ No

Do you transact business in more than one state: ☐ Yes ☐ No

If so, list all the states in which you transact business: _____

In what state are the majority of your activities conducted: _____

List the total gross sales of your business within the last two calendar years: _____

In what state does your business earn the largest % of its revenues: _____ What % is earned in TX: _____

In what state is the largest percentage of the capital: _____

Where are the assets of your business located: _____ What % is located in TX: _____

Provide the address of your general office where centralized control of your business is conducted:

City: _____ State: _____ Zip: _____

In what state does the largest percentage of full-time equivalent employees reside permanently: _____

What % resides permanently in TX: _____ How many reside permanently in TX: _____

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

OWNER/OFFICE SIGNATURE

PRINTED NAME

PRINTED 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:_____

Date

Name:_____

Title:_____