

Ysleta Independent School District



Purchasing Services
9600 Sims Drive, Suite 218
El Paso, Texas 79925
(915) 434-0285



Ysleta Independent School District

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Ysleta Independent School District

ADVERTISEMENT OF SOLICITATION

The Board of Trustees of the Ysleta ISD is requesting competitive sealed proposals for

Time Keeping System 210023CSP

The above mentioned bid will be advertised on the following dates:

**Friday, January 15, 2010
Friday, January 22, 2010**

Solicitation is available at Ysleta ISD Purchasing Services, 9600 Sims Drive, Suite 218, El Paso, Texas 79925, or can be retrieved via the Ysleta ISD website: www2.yisd.net/purchase

A pre-bid meeting has been scheduled for **January 25, 2010 at 2:00 p.m.**, at the **Mesilla** room. Attendance is strongly recommended.

Alternate/Substitute Offers and Clarification of any portion of the solicitation and/or project documents must be submitted in writing to **Monica Vasquez, Senior Buyer**, **mvasquez5@yisd.net** no later than nine (9) consecutive days prior to closing **January 26, 2010**. The response to questions will be posted on Purchasing Services website, under "Solicitations" link no later than six (6) consecutive days prior to closing. **January 29, 2010**

Proposals will be accepted by the District until **February 4, 2010 @ 2:00 PM**. All proposals are to be submitted on the forms provided and returned in a sealed envelope to:

Ysleta Independent School District
Purchasing Services
9600 Sims Drive, Suite 218
El Paso, Texas 79925
Attn: **Monica Vasquez**

OFFERORS MUST SUBMIT ONE (1) ORIGINAL, ELEVEN (11) COPIES OF THE PROPOSAL AND ONE (1) ELECTRONIC COPY ON A CD-ROM WITH THE COMPLETED SECTION 4 – SPECIFICATIONS IN MS EXCEL FORMAT. OFFERS MUST ARRIVE IN A SEALED ENVELOPE PLAINLY MARKED WITH THE ABOVE NOTED TITLE AND BID NUMBER.

Proposals will be opened on **February 4, 2010 at 2:30 PM**, in the Mesilla room, at Ysleta ISD, 9600 Sims Drive, Suite 218, El Paso, Texas.

PLEASE NOTE: THE DISTRICT WILL BE CLOSED JANUARY 18, 2010 FOR THE MARTIN LUTHER KING JR. DAY. THE DISTRICT WILL RESUME NORMAL BUSINESS HOURS ON JANUARY 19, 2010.



Ysleta Independent School District

SOLICITATION "CHECK LIST"

This check list is provided as a convenience in organizing your response. It is the responsibility of each respondent, however, to ensure that all information requested is submitted correctly and all instructions are followed thoroughly.

- ☐ Did you sign the Proposal Acknowledgment Form?
- ☐ Did you sign your packet documents as required?
- ☐ Did you read Section 1?
- ☐ Did you read Section 2?
- ☐ Did you answer all the questions in Section 3?
- ☐ Did you provide references as outlined in Section 3? (as applicable)
- ☐ Did you review and complete Section 4 (scope of work and specifications)?
- ☐ Did you complete all information on all attached forms? (Must use Ysleta ISD forms)
- ☐ Did you review all exhibits, including the contract that will be entered into? (as applicable)



**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

COMPETITIVE SEALED PROPOSAL

**Time Keeping System
210023CSP**

Proposal Acknowledgment Form

The undersigned affirms that she/he is duly authorized to submit and execute this proposal; that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other respondent, and that the contents relating to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person or company prior to the official date and time of opening of this Competitive Sealed Proposal.

The enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions and contract provisions contained herein.

Offeror Company Name

Authorized signature

Date

Print or type signatory name

Address

Position / Title

City / State

Zip Code

()

Phone

()

Fax Number

E-mail

Web Page

**(NOTE: This form must be signed and included in the proposal
packet)**

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

COMPETITIVE SEALED PROPOSAL

Time Keeping System

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Section 1

Instructions for the Submission of Proposals

- 1.1 **Purpose of Solicitation.** The purpose of this Competitive Sealed Proposal is to secure the services of a firm or individual, hereinafter referred to as Vendor or Offeror, to provide services/goods to the Ysleta Independent School District, hereinafter referred to as the District, on behalf of the Board of Trustees, hereinafter referred to as the Board.
- 1.2 **Address for Offers.** Proposals shall be addressed as shown on the advertisement for proposal page and delivered to Purchasing Services, 9600 Sims Drive, Suite 218, El Paso, Texas, 79925.
- 1.3 **Signature Required.** Proposal Acknowledgement Form must have the offeror's authorized representative signature, either copy, electronic, or manual for the proposal to be considered. Failure to sign or include a Proposal Acknowledgment Form will disqualify your proposal.
- 1.4 **Late Submission.** Only proposals in the possession of **Purchasing Services**, by the indicated day/date/time, shall be considered for a contract award.
- 1.5 **Preparation of Offers.** Proposals forms should be typed, printed or written in ink. Proposals written in pencil will not be considered for an award.
- 1.6 **Withdrawal of Offers.** Proposals may be withdrawn any time prior to official time of submission by submitting a written and signed request to Monica Vasquez, Senior Buyer. 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.
- 1.7 **Modification of Offers.** As part of negotiation with the District, proposals may be modified, but only in writing. Complete copies of each iteration of the proposal will be retained by the District.
- 1.8 **Competitive Sealed Proposal.** The District is processing this solicitation as a competitive sealed proposal. Therefore, only the identity of the vendors will be disclosed at the time of opening. The content of any proposal(s) will be available for review only after contract award.
- 1.9 **Addenda to Solicitation.** If necessary, the District may modify this solicitation by formal written addendum, delivered to all parties which the District has record as having 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 Purchasing Services. 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.

- 1.10 **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.
- 1.11 **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.
- 1.12 **Evaluation.** Recommendations as to best value for the District for contract award of any proposal will follow TEA 44.031 and Purchasing Policy requirements to make a determination/judgment/rating of the following items:
- Purchase price
 - Reputation of the vendor and of 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
 - Impact on the ability of the District to comply with laws and rules related to historically underutilized businesses
 - 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
- 1.13 **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, or 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 or amendment of this solicitation.
- 1.14 **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 Monica Vasquez, Senior Buyer not later than nine (9) consecutive 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 Purchasing Services website.
- Question Timeline for Solicitation.** The cut-off date for clarification questions about the solicitation is nine (9) consecutive days prior to the closing date. All questions asked after this date till date of award are to be directed to Purchasing Services. Questions asked during this time period about the solicitation process and procedures will be answered within two work days. All other questions pertaining to the solicitation will be answered after date of award.
- 1.15 **Protest.** Any Offeror who is aggrieved with regard to this procurement, may protest to the Director of Purchasing Services per District Board Policy – GF Local. The protest shall be submitted in writing within fifteen consecutive days after the facts or occurrences giving rise thereto. The Director of Purchasing Services shall have the authority to take any action reasonably necessary to resolve a protest of an Offeror concerning this solicitation. The Director of Purchasing Services shall promptly issue a determination relating to the protest.
- 1.16 **Delivery.** Any delivery of products or services listed and made part of this contract will be released via the use of a purchase order. The purchase order will provide the District delivery

address. All items to be delivered to Ysleta ISD Service Center, 7944 Yermoland, El Paso, Texas 79907; will be between the hours of 8:00 a.m. to 3:30 p.m. (MDT/MST) unless otherwise specified by the District.

- 1.17 **Separate Contract.** The District will require the selected Offeror to sign a separate, formal contract that fully incorporates all the provisions of this solicitation, either by reference or specific inclusion (see Section 2.1). If an Offeror proposes changes to any provision in the attached contract or if the Offeror 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 a 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. Offeror's additional provisions that require attorney review, cost incurred by the District will be passed onto the Offeror.

1.18 **Prohibition Against Contact.**

1.18.1 Offerors are prohibited from approaching members of the Board of Trustees, District employees, subcontractors, agents, and representatives, or any officer of the District in an attempt to gain an advantage in the award process, after this solicitation has been formally advertised to the public for solicitation of proposals. The District may, by written notification to the offeror, reject an offer for violation of this clause.

1.18.2 No Lobbying. So that no offeror or offeror's representative will obtain a competitive advantage over any other offerors, every offeror and offeror's representative, by participating in the process, agrees that offerors and their representatives or anyone involved in the solicitation, will not engage in any form of political or other lobbying whatsoever with respect to this solicitation or to influence the outcome of this process. In the event of any such lobbying, Ysleta ISD, at its sole and absolute discretion may at any time, but not be required to, reject any proposal by that offeror without any further consideration and terminate that offeror's right to continue in the process. The District may also impose such conditions on that offeror's continued participation in the procurement stage as Ysleta ISD, at its sole discretion, may consider for the public interest or otherwise appropriate. All correspondence or contact by interested parties with the District must be directly, and only with the designated Ysleta ISD Purchasing Services representative for this solicitation. Any offer may be rejected for violation of this clause.

1.18.3 To ensure that all publicity is fair and accurate and will not inadvertently or otherwise influence the outcome, offerors and their representatives shall not, without first obtaining Ysleta ISD's written approval: make any public announcements; communicate with the media; or otherwise, publish or release any information with the intention that it be released to the public, concerning this solicitation process or their submissions. Offerors shall ensure all of their representatives and others associated with the offeror shall comply with these requirements. In the event of any such unauthorized publicity, the Ysleta ISD at its sole and absolute discretion, may at any time reject any solicitation submission by that offeror without any further consideration and terminate that offeror's right to continue in the process. Any offer may be rejected for violation of this clause.

- 1.19 **Requests for Non-Disclosure of Information.** If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Director of Purchasing Services or designee, shall examine the request in the proposal to determine its validity prior to entering negotiations. If the information so identified is determined to meet the exceptions of the Texas Public Information Act, it

will be withheld from public disclosure; however, if, after award, a written request is received requesting disclosure under the Texas Public Information Act, the information will be forwarded to the Attorney General for a decision. Ysleta ISD will be under no obligation to provide briefing or a position statement to the Attorney General regarding whether the information is confidential under the Act; all such responsibility will rest with the offeror. The Attorney General decision about whether or not the information is protected by an exemption to the Public Information Act will be final. If the parties do not agree as to the disclosure of data in the contract, the Director of Purchasing Services or designee shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposal or protests, the proposal will be so disclosed. Information contained in offers not awarded the contract are not open to public inspection until award and will not be revealed to other offers until after award of the contract.

- 1.20 **Negotiations.** Negotiations may be conducted with one or more offerors deemed to be in the competitive range, or award may be made based on the results of the original offers. Negotiations may include, but are not limited to:
- Price(s) of the items or services so specified in the offer.
 - Delivery times after receipt of order(s), or time of completion of the project.
 - Determining that the offeror has the facilities, personnel and equipment necessary to provide the required items or services.
- 1.21 **Required Forms.** Offeror must submit all proposal pages and all proposal forms as part of their proposal, to include, but not limited, to the following: Proposal Acknowledgement Form and Anti-Collusion Certification, Felony Conviction Notification, W9, Principal Place of Business Questionnaire, Suspension/Debarment Certification, SB9 Form, Conflict of Interest Questionnaires or other referenced questionnaires, Exhibits, Errors and Emissions Insurance, etc. Failure to do so may be grounds to declare an offer non-responsive.
- 1.22 **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 offer. If only one of the offerors submitting identical offers is a resident of the District, that offeror shall be selected. If two or more such offerors are residents 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 (CH Legal).
- 1.23 **Alternate Offers.** Unless identified in the solicitation as No Substitutes, alternate offers will be accepted and considered provided they are equal to 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 an 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. Reference letters 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.
- 1.24 **Bid Bond (as applicable).** A Bid Security is required in the amount of five percent (5%) of the bid, (Form #1).

1.25 **Performance and Payment Bonds (as applicable).** Performance or Payment Bonds (Form #7) are not required on contracts of less than \$25,000.00. If the Total Contract Price equals or exceeds \$25,000.00, the Contractor shall execute in accordance with the provisions of Article 5160. Vernon's Texas Civil Statutes, the following bonds to the Owner:

1. Performance Bond in the amount of the total contract price conditioned upon the faithful performance of the Contract. Said bond shall be solely for the protection of the Owner.
2. Payment Bond in the amount of the total Contract Price, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the Contract. Additional requirements and instructions for preparation and submittal of Performance and Payment Bonds may be stipulated elsewhere in the Contract Documents.

1.26 **Waiver.** By submitting a proposal, each proposer agrees to waive any claim it has or may have against Ysleta ISD and its Trustees, Directors, Employees, or Agents arising out of or in connection with (1) The Administration, Evaluation, or Recommendation of any proposal; (2) Any requirements under the Request for Proposal or related documents; (3) The rejection of any proposal or any part of any proposal; and/or (4) the award of a contract, if any.

1.27 **Format for Proposal Submission.** Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format:

Cover. The cover shall clearly display the title of this solicitation.

Executive Summary:

- Name of Firm
- Primary contact for this submittal
- Street and Mailing address
- Telephone and Facsimile number
- E-mail and Website address (if applicable)
- Acknowledgement of any addendum(s)

Organization:

- Year founded
- How many years has your organization been in business under its present name?
- Under what other or former names has your organization operated?
- Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?)

Licensing/Certification: (if applicable)

- List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license/certification numbers, if applicable.
- List jurisdictions in which your organization's partnership or trade name is filed.

Financial Information:

- Provide information on your organization financial solvency.

Experience and References:

- List your experience with the District.
- Provide information for a minimum of three (3) projects for provided services most related to this project. Provide the following information for each project listed:
 - Project name, location, and description and costs.
 - Initial and final cost
 - Initial and final schedule
 - Name of Project Manager
 - Describe cost control methods
- Claims and suits. (If the answer to any of the questions below is yes, please attach details.)

- o Has your organization ever failed to complete an awarded contract?
- o Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
- o Has your organization filed any lawsuits or requested arbitration with regard to services similar to this solicitation within the last five years?

Personnel Assigned to the Project:

- An organization chart of the proposed key personnel to be assigned to the project.
- For each key person, provide a resume, brief description of their responsibilities, length of time with the firm, and their experience with similar projects.

Proposed Subs:

- List the categories of work that your organization will perform with its own forces.
- Would you propose to bid any work to subs? If yes, list them.
- List any subs in which your organization has some ownership.

Approach to Project:

- Brief description of how Respondent proposes to execute the project

Current Capacity/Workload:

- Provide information on your current capacity/workload. When would you begin this project?

Ysleta ISD requested forms

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

COMPETITIVE SEALED PROPOSAL

**Time Keeping System
210023CSP**

Section 2

Standard Contract Terms and Conditions

- 2.1 **Contract.** The contract documents consist of any proposal documents issued or received pursuant to the processing of the competitive sealed proposals, the proposal, any addenda thereto, any document generated as part of negotiations, general correspondence, and any exhibits tied to District action leading to the award of contract.
- 2.2 **Contract Term.** The term of the contract will be as indicated in the special terms and conditions of the proposal narrative or as subsequently agreed to by the District. Solicitation Terms & Conditions will be automatically included in all contracts unless the written contract specifically names the section(s) that will not be adhered to in the final contract.
- 2.3 **Independent Business.** Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Vendor or between the District and the Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or its employees, incurred in the performance of the contract unless otherwise herein authorized. The Vendor is an independent contractor and nothing contained herein shall constitute or designate that the Vendor or the Vendor's employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
- 2.4 **Payment Terms.** Payment shall be made to the Vendor only for services rendered. Original invoices are necessary for payment (the District will not pay from statements) and should be hand delivered or mailed to:

Ysleta Independent School District
Attn.: Accounts Payable
9600 Sims Drive
El Paso, Texas 79925

Payment shall be made no earlier than 30 days after receipt of invoice unless earlier payment is approved by the District and made a part of this contract.

****Invoices must reference the District Purchase Order number and the District will not be held to the 30 day terms if purchase order number is not referenced correctly or invoice is not mailed to the above address.****

- 2.5 **Gratuities.** The District may, by written notice to the Vendor, cancel this contract without liability to Vendor if it is determined by the District that gratuities, in the form of entertainment, compensation, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any Board Member, officer or employee of the Ysleta Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with

respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred of securing a contract with another Vendor.

- 2.6 **Nondisclosure.** Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 2.7 **Governing Law.** The parties agree that the venue for execution of this contract or any litigation arising from this contract shall lie in El Paso, El Paso County, Texas.
- 2.8 **Availability/Appropriation of Funds.** The award of this contract is dependent on the availability and/or appropriation of funding by the Ysleta ISD Board of Trustees. In the event funds do not become available or are not appropriated, the contract may be terminated or the scope amended. A 30-day written notice will be given to the Vendor, and there shall be no penalty or removal charges incurred by the District.
- 2.9 **Equal Employment Opportunity Commission.** The District requires compliance with executive order 11246, entitled Equal Employment Opportunity Commission, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CPF Part 60).
- 2.10 **Conflict of Interest (Texas Local Government Code Chapter 171 and 176).** Board Members and Offerors/Vendors have significant legal obligations regarding conflicts of interests under the referenced statutes. 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. Vendor warrants the following: That if any potential conflict of interest, such as a relationship with a Board of Trustees member, officer or employee involved in the decision making process exists, such conflict of interest will be identified in an enclosure to the vendor's offer. In addition, Board Members AND Offerors/Vendors must disclose certain other relationships under Texas Local Government Code Chapter 176, even if such relationships may not call for abstention by the Board Member. It is the Offeror/Vendor's responsibility to be familiar with the provisions referenced in this paragraph and to comply with such laws by disclosing covered relationships. Exhibit 2.
- 2.11 **Cancellation.** The District reserves the right to cancel this contract, without cause, at any time during its term. Notice of such cancellation will be made, in writing, at least 30 consecutive days prior to the effective date of cancellation to the Vendor's last legal address on file with the District. It is the responsibility of the Vendor to inform the District of any change of legal address.
- 2.12 **Force Majeure.** If, by reason of Force Majeure, 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 hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, land sinkage, lightning, earthquake, fires, hurricanes storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 2.13 **Assignment.** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the District. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
- 2.14 **Modification of Contract.** This contract may be modified or rescinded only in writing when signed by both parties to the contract or their duly authorized agents.
- 2.15 **Uniform Commercial Code.** This agreement shall be governed by the Uniform Commercial Code. Wherever 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.
- 2.16 **Notice of Intent.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform it may demand that the other party give written assurance of its business's intent to perform. In the event that a demand is made and no assurance is given within seven (7) consecutive days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 2.17 **Releases for Delivery or Commencement of Work.** All quantities listed on this solicitation are estimated and in no way commits the District to purchase these quantities. Any authorization of delivery or commencement of work listed and made part of this contract will be released via the use of a purchase order or other valid instrument. No service or delivery should be undertaken by Vendor unless it is in response to a purchase order.
- 2.18 **Price Reductions/Increases.** The Vendor hereby agrees to maintain competitive pricing by offering the District lower prices than those listed in the Proposal due to the decreased cost of labor, products, materials, supplies and equipment incurred by the Vendor. The District may periodically survey the market for prices for the same or like items offered by other vendors. If this survey reveals the Vendor has not maintained competitive prices or is offering the same or like items to other customers at a lower price, the District may, at its option, allow the vendor to decrease prices quoted, herein, terminate the contract or purchase those items from a vendor offering lower prices using this solicitation as the authority. No escalation of prices will be approved during the first twelve (12) months of the contract or if the district determines the price increase to be unreasonable. The District may elect to terminate the contract in its entirety, or those items subject to the increase, if the vendor does not agree to maintain or lower the prices agreed to in the ensuing contract. Notification of proposed price increase must be made to the

District in writing at least 30 days prior to the effective date of the increase. The Vendor may not increase any price without consent of the District. The District reserves the right to require documentation to substantiate any price increase. Should industry and/or vendor price(s) decrease more than 10% during the course of this contract, vendor has to notify the District in writing of new pricing.

- 2.19 **Availability of Vendor Records.** The Vendor's records which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; (estimating work sheets; correspondence; change order files including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other supporting evidence deemed necessary by the District to substantiate charges related to this contract (all foregoing hereinafter referred to as records) shall be open to inspection and subject to audit and/or reproduction by District's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of a) contractor compliance with contract requirements, b) compliance with District's business ethics policies, and c) compliance with provisions for pricing change orders, payments or claims submitted by the contractor or an of his payees.
- 2.20 **Warranties.** Vendor warrants the goods and/or services furnished to be exactly as specified in this contract, free from defects in Vendor's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Vendor. All applicable Uniform Commercial Code warranties express and implied, are incorporated herein.
- 2.21 **Freight On Board Destination.** Unless stated otherwise, the price for goods is Freight On Board (FOB) to District receiving docks. Receiving dock is defined as any Ysleta ISD campus or facility. Unit price will incorporate shipping and handling charges.
- 2.22 **Options.** If the contract has provisions for option periods, award of the option will be made by modification to the contract, in writing, by the District Purchasing Services.
- 2.23 **Contract Extensions.** The ensuing contract may be extended if mutually agreeable by both parties in written form.
- 2.24 **Testing.** If the District has reason to suspect that a product, certified by the Vendor to meet certain standards such as purity, content, analysis or other specification contained in the contract, does not meet that offered and accepted in the contract, the District may send a sample to an independent testing agency. If the results of the test indicate that the sample meets contract specifications, the District will assume payment for the test. If the results of the test indicate that the sample does not meet specifications, the Vendor will assume the cost of the test. Failure, by the Vendor, to provide products not meeting specifications agreed to in the contract may result in termination of the contract for cause.
- 2.25 **Discounts.** If prompt payment discounts apply to this purchase, any discount time will not begin until the materials, supplies or services have been received and accepted and correct invoice received by the Accounting Department. In the event testing is required prior to acceptance, the discount time shall begin upon completion of the tests.

- 2.26 **Patent and Copyright Indemnity.** Vendor shall indemnify the District against all losses, liabilities, lawsuits, claims, expenses (including attorney's fees), costs, and judgments incurred through third parties claims of infringement of any copyright, patent, trademark or other intellectual property right.
- 2.27 **Indemnification and Insurance.** Vendor assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the goods delivered by the vendor or the performance of the work by vendor, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work or willful misconduct of The District. Vendor shall indemnify and hold harmless the District, its officers, agents and employees from any and all liability for such losses, expenses, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorney's fees, in connection with or resulting from such suit or action. Vendor will provide certificate of insurance designating the YISD as a third party insured upon request. Vendor agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts (at least the minimum required by the State of Texas) covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of the District.
- 2.28 **Workers' Compensation.** No workers compensation insurance has been or will be obtained by the District on account of vendor or its employees or agents. Vendor shall comply with the workers' compensation laws of the State of Texas with respect to vendor and vendor's employees and agents. A potential vendor or the vendor agrees to comply with state laws and rules pertaining to workers' compensation insurance coverage for its employees. If vendor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the contract may be canceled effective immediately.
- 2.29 **Other Applicable Laws.** Any provision required being included in a contract of this type by any applicable and valid Executive order, federal, state or local law ordinance, rule or regulation shall be deemed to be incorporated herein.
- 2.30 **Addition or Deletion of Items.** Upon mutual consent of both parties, items within the general scope of this contract may be added or deleted from this contract. Net increases to the dollar value of the contract will not exceed 15% of the original contract amount. Unless, mutually agreed upon by both parties due to changes within the industry standard. Items added or deleted will be made by written contract modification.
- 2.31 **Multiple Awards.** This solicitation in its entirety, and/or any lot or item herein may be awarded to multiple vendors on a Highest Ranked, Second (2nd) Highest Ranked, and etc. basis, with approval of the Director of Purchasing Services. If the Highest Ranked vendor cannot supply the listed item(s) within the required time period, the next highest rated vendors, in order, may be utilized to purchase the desired item(s). Offers qualified by the phrase "all or none" or words to that effect, will be considered non-responsive unless it is determined, by the District, that it is in the District's best interest to accept such an offer. Acceptance by the District of an "all or none" offer for one lot or line item contained in this solicitation does not prevent the District from declaring offers, containing such qualification, non-responsive for other lots or line items contained in the solicitation.

- 2.32 **Discount Lines.** In the case of line items awarded on the basis of discount from net, list, jobber's or manufacturer's list price, informal (telephone or written) price quotes may be requested, for items contained within the general line item category, from the awarded low offeror and any or all listed secondary awarded offerors. If any secondary awarded offeror quotes a lower price on that item, the District will purchase the item from that offeror using this contract as the basis for that purchase.
- 2.33 **Alternate Sources of Supply.** If the vendor/contractor is unable to provide any product as submitted on this bid, the District may look to other vendors to provide said product. This may occur, but is not limited to the following circumstances:
- Vendor exceeds the stated ARO (after receipt of order) time limit; or
 - The District, because of unforeseen circumstances or increased need, requires a greater quantity of an item than requested in the bid.
- If this clause is exercised by the District, however, it does not terminate or materially change the contract between the vendor/contractor and the District.
- 2.34 **Supplied Items.** After award of contract, vendor will supply only those items approved and specified in the bid. If a vendor is unable to provide any specified item, vendor will notify the District in writing immediately and cite reasons why the item(s) are not available, i.e. manufacturer no longer produces, a new model has superseded the bid item, etc. At its option, the District may elect to accept a comparable item(s) if the vendor can provide the item(s) under the same price and conditions. If an item's model has been superseded, then the District, at its option, may accept the new model, if the new price is within industry standard.
- 2.35 **Clean Air and Water Act.** USDA requires districts to comply with the Clean Air and Water Act in contracts that exceed \$100,000 funded by the Federal Government. By Offeror's signature on the offer, the offeror affirms the following:
- 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. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator of the Enforcement.
- 2.36 **Delayed Delivery.** Failure to meet the ARO more than 2 times in one consecutive month will result in 10% reduction in the subsequent invoice.
- 2.37 **Offeror's Corporate Standing.** The District will verify with the State Comptroller's Office that the State considers the offeror's corporate status to be in "good standing". No award will be made to a vendor not carried in a "good standing" status.
- 2.38 **Re-Stocking Fees.** The District does not pay re-stocking fees.
- 2.39 **Sample(s) of Product.** The District may require samples of proposed product for evaluation (if applicable, noted in Section #4). Samples will become the property of the District, unless offeror provides written request for return of samples and includes in their proposal a carrier pick-up ticket, carrier account number with return authorization number or a check payable to the District to cover cost of freight. Product will be returned no later than 14 consecutive days after date of award.

- 2.40 **Senate Bill 9, Criminal History Record.** All contractors, subcontractors and their employees must submit to the Ysleta ISD proof of a satisfactory criminal record history of all individuals working on District property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety's website, www.txdps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00. (Form#8)
- 2.41 **Interlocal Agreement .** Ysleta ISD has determined that other school districts and entities, both locally and across the state, can benefit from combined bids for the goods made the basis of this Competitive Sealed Proposal and at times makes purchasing opportunities available to other Districts through Interlocal Purchasing Agreements, entered into pursuant to the Texas Interlocal Cooperation Act, Tex. Government Code Section 781.001 et seq., for the purpose of achieving efficiency in the accomplishment of governmental administrative functions. Accordingly, the Vendor agrees as part of its bid, that it will make the goods available at the same price or unit price in this proposal to other District(s) with whom YISD may enter into an Interlocal Purchasing Agreement.

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES**

COMPETITIVE SEALED PROPOSAL

**Time Keeping System
210023CSP**

Section 3

PERFORMANCE STATEMENT, SPECIAL TERMS AND CONDITIONS

- 3.1 This is a contract to provide goods and/or services to the Ysleta Independent School District.
- 3.2 **Contract Term.** The overall period of performance shall be effective from **Receipt of purchase order** through **five (5) years from start date outlined on purchase order**
(Vendor FILLS IN SECTION 3.3 – 3.9)
- 3.3 The District requests that the prices for this contract remain firm until **five (5) years from start date outlined on purchase order**
Indicate here whether offeror can comply. Yes _____ No _____
If offeror cannot comply, indicate here until what date prices are firm _____.
- 3.4 The District prefers that there be no minimum order price or quantity.
Indicate here whether offeror requires a minimum price and/or quantity order. Yes _____ No _____
If offeror cannot comply, indicate here the minimum order in dollars and/or quantity _____.
- 3.5 The District will consider prompt payment discounts in evaluation of offers.
Indicate your payment terms. (The District must have at least 10 days after receipt of invoice to make payment.) _____.
- 3.6 Does offeror adhere to the Net 30 day district payment terms with the exception of price discounts? Yes _____ No _____
- 3.7 Does your firm currently have an active contract with any other public school district, college or university within the boundaries of El Paso County? Yes _____ No _____ ;
If yes, what entity? _____
- 3.8 **NOT APPLICABLE.** Price lists and/or catalogs in print or on CD ROM must be included in proposal if responding to percent discount lines. CD ROMs submitted must be formatted for MS Operating System and MS Office Suite applications. Price list/catalog available on-line or web-site will not be accepted. Failure to comply will result in offeror being disqualified on that particular item(s). Provided: Yes _____ No _____

During the course of the contract, Ysleta ISD will verify price against either a price index, catalog, website, etc... when using the percent discount line. Failure for vendor to provide a current price index will result in contract termination.

- 3.9 Offeror must complete for each item a stated ARO (the period of time necessary to deliver the order), and provide a copy of written warranty.

ARO: _____

WARRANTY PERIOD: _____

- 3.10 The District will comprise an evaluation team to arrive at any final contract award pursuant to this solicitation. Any and all Vendors will coordinate and communicate solely with Purchasing Services. Any communication regarding this solicitation/contract development, until final approval of any contract(s), will be made to:

Monica Vasquez,
Senior Buyer
9600 Sims Drive, Suite 218
El Paso, Texas 79925-7225
(915) 434-0291
mvasquez5@yisd.net

Failure to adhere to this provision may result in rejection of any and all proposals.

- 3.11 **References Required.** Offeror must furnish a minimum of three (3) references from organizations and/or businesses with **at least 5,000 employees and have been LIVE for more than a year** that offeror has provided with similar services or items. The organization's name, a contact person, telephone number and a brief description of the items and services provided are required for each reference. Failure to submit the information may result in the offer being considered as non-responsive. Offeror, by furnishing these references, agrees to allow the District to contact any persons and/or organizations listed, and to utilize information obtained in evaluation of offer. The District reserves the right to check any references known to them and to use information received from such references in making the award.
- 3.12 **Additional Insurance Requirements.** The Vendor will provide the following insurance certification in the amounts shown and under the conditions noted before any authorization will be given to commence delivery or installation. All insurance coverage will be obtained at the Vendor's expense. The required listed insurance coverage is not intended to be compounded with the Vendor's standing insurance policies. Certificates of insurance in force, with the required endorsements will suffice.
- No work will be commenced until all requirements of this section have been approved by the District in writing. The District will be furnished a certificate of insurance acceptable, prior to the commencement of any work.
 - The insurance shall contain a provision that at least thirty (30) days prior written notice shall be given to the District in the event of cancellation, material change or non-renewal.
 - The insurance shall be underwritten by a company rated not less than A- in the Best's latest published guide; ratings must appear on insurance certificate(s).
 - The Vendor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts and as specified in each section.

- e. Certificate of insurance will contain a statement naming the District as an additional insured party.
- f. The owner will provide no special property insurance to cover operations under this contract. The owner's blanket policy covering all property of the Operations Divisions will continue in force, for existing structures.
- g. The owner will provide no special steam boiler and machinery insurance to cover operations under this contract.
- h. Any insured loss is to be adjusted with the owner. Such insurance shall provide for occupancy by the owner prior to completion of final acceptance.

Types of Coverage	Limits of Liability
1. Employer's Liability	\$ 500,000 each occurrence \$ 500,000 bodily injury by disease \$ 500,000 policy limit by disease
2. Comprehensive General Liability	
.1 Bodily Injury	\$ 1,000,000 each occurrence
.2 Property Damage	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate
3. Comprehensive Automobile Liability	
.1 Bodily Injury	\$ 1,000,000 each person \$ 1,000,000 each occurrence
.2 Property Damage	\$ 1,000,000 each occurrence

3.13 **Penalties for Non-performance.** If, at any time, the contractor fails to fulfill or abide by the terms, conditions or specifications of the contract, the District reserves the right to:

- a. Purchase on the open market and charge the Vendor the difference between the contract and actual purchase price, or
- b. Deduct such charges from existing invoice totals due at the time, or
- c. Cancel the contract within thirty (30) days written notification of intent.

3.14 **CD Rom Requirement.** Solicitations with at least fifty (50) line items will require a CD Rom with your proposal. **PLEASE SEE SECTION 4 FOR DETAILS.**

**YSLETA INDEPENDENT SCHOOL DISTRICT
PURCHASING SERVICES
COMPETITIVE SEALED PROPOSAL**

**Time Keeping System
210023CSP**

Section 4

SCOPE OF WORK

4.1 Statement/Specifications/Scope of Work

4.1.1 To provide the Ysleta Independent School District with a Time Keeping System.

Instructions for Section 4 – Specifications (attached).

Section 4 – Specifications is attached separately as an MS Office Excel File consisting of two sheets; “Items,” and “Questions.” Both Sheets must be completed. Excel file must be saved on CD-ROM and submitted with response. Both a hard copy and electronic copy must be submitted.



Ysleta Independent School District

FORMS

Form #2 – Vendor Registration Form



Ysleta Independent School District

PURCHASING SERVICES

9600 Sims Drive, Suite 218 • El Paso, Texas 79925-7225

Phone: (915) 434-0285 • Fax: (915) 435-9546

-Purchasing Use Only-

☐ Added to Vendor List _____
☐ Submitted to Accounting _____

VENDOR REGISTRATION FORM

☐ ADD ☐ CHANGE ☐ DELETE

VENDORS PLEASE COMPLETE:

COMPANY NAME: _____ FEDERAL TAX ID NUMBER: _____

TELEPHONE NO: _____ FAX NO: _____

PARENT ORGANIZATION OF: _____ EMAIL ADDRESS: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____
STREET ADDRESS/P.O. BOX CITY STATE ZIP CODE

REMIT ADDRESS: _____
STREET ADDRESS/P.O. BOX CITY STATE ZIP CODE

TYPE OF BUSINESS:

(Please check all that apply)

☐ RETAILER	☐ DISTRIBUTOR	☐ SOLE PROPRIETORSHIP
☐ WHOLESALE	☐ MANUFACTURER	☐ PARTNERSHIP
☐ SERVICE FIRM	☐ MANUFACTURERS AGENT	☐ CORPORATION
☐ GENERAL CONTRACTOR	☐ SUB-CONTRACTOR	☐ PRIVATE ORGANIZATION

HISTORICALLY UNDERUTILIZED BUSINESS: ☐ YES ☐ NO

If yes, Please provide applicable Code(s) and Certificate Number: _____

☐ Asian Pacific-AS; ☐ Black Owned-BO; ☐ Hispanic-HI; ☐ Native American-IA; ☐ Woman Owned-WO

SIGNATURE: _____ TITLE: _____

DATE: _____

IT IS THE RESPONSIBILITY OF THE VENDOR TO PROVIDE ANY CHANGE OF LEGAL BUSINESS NAME, ADDRESS, PHONE & FAX NUMBER, AND EMAIL ADDRESS – IN WRITTEN FORMAT – TO YSLETA ISD

W-9
Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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) ▶ ----- ☐ Exempt payee ☐ Other (see instructions) ▶	
	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,



Ysleta Independent School District

Felony Conviction Notification

ALL Offerors MUST COMPLETE THE FOLLOWING:

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

Subsection (b) states (a) school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

This notice is not required of a publicly-held corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Offeror's Name: _____

Authorized company officials name (printed): _____

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of company official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of company official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of felon(s): _____

Details of conviction(s): _____

Signature of Company Official: _____



Ysleta Independent School District

Questionnaire to Determine Principal Place of Business Under Chapter 2252 of the Texas Gov't Code

General Information:

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

4. City: _____ State: _____ Zip _____
5. Telephone Number: () _____
6. Indicate whether or not your business is in the Ysleta Independent School District area.
Yes _____ No _____ Unknown _____
7. Nature of Business (i.e., automobile dealer, electrical contractor, etc.):

8. Type of Business Organization (check one):

_____ Sole Proprietorship	_____ Other Legal Entity (Specify _____)
_____ Partnership (general or limited)	_____ Corporation

Questions Related to Principal Place of Business:

1. In what state is your principal place of business? _____
2. In what state, if any, is your business incorporated/registered? _____
3. If business is an entity incorporated/registered with a state, furnish the name and address of the agent for service:

4. Is your business authorized to do business under the laws of the State of Texas? _____
5. Do you transact business in more than one state? _____
If so, list all states in which you transact business:

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

Form #5 – Questionnaire to Determine Principal Place of Business

7. List the total gross sales of your business within the last two calendar years. \$ _____
8. In what State does your business earn the largest percentage of its revenues? _____

What percentage is earned in Texas? _____

9. In what State is the largest percentage of the capital assets of your business located?

What percentage is located in Texas? _____

10. Give the address of your general offices where centralized control of your business is conducted?

11. 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? _____

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

Signature

Date

Printed Name

Title



Ysleta Independent School District

Suspension/Debarment Certification

All Offerors MUST COMPLETE THE FOLLOWING:

Federal Law and OMB Circulars require that Non-Federal entities are prohibited from contracting with or making sub-awards exceeding \$25,000 funded, in whole or in part with Federal funds, to parties that are suspended or debarred. As this procurement may be funded by Federal funds, respondents are required to certify that the organization and its principals are not suspended or debarred. Failure to provide this certification may result in any offer being considered to be non-responsive and subject to rejection.

I, the undersigned agent for the firm named below, certify that the organization and its principals are not suspended or debarred from Federal Procurement or Nonprocurement Programs, nor is the firm or its principals listed in the List of Parties Excluded From Federal Procurement or Nonprocurement Programs published by the General Services Administration (GSA).

Offeror's

Name: _____

Authorized company official's name (Printed): _____

Signature of Company Official: _____

Date: _____



Ysleta Independent School District

SB 9 Contractor Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor 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. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: 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.

On behalf of _____ ("Contractor"), I certify that
[check one]:

☐ None of Contractor's employees are *covered employees*, as defined above.

Or

☐ Some or all of Contractor's employees are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Date: _____



Ysleta Independent School District

EXHIBITS

EXHIBIT 2 – Conflict of Interest Policy

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
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 	
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.		
Signature of person doing business with the governmental entity Date		

Adopted 06/29/2007



Ysleta Independent School District Facilities Information

School/ Facilities	Employees				
	Total	Professional	Paraprofessional	Ancillary	Part-Timers
Bel Air HS	216.20	152.00	26.00	38.20	
Hillcrest MS	69.16	44.00	11.00	14.16	
Ranchland Hills MS	66.16	43.00	13.00	10.16	
Constance Hulbert ES	47.16	32.00	5.00	10.16	
Del Norte Heights ES	60.28	43.00	8.00	9.28	
Hacienda Heights ES	69.78	49.00	10.00	10.78	
Loma Terrace ES	89.92	58.00	18.00	13.92	
Mesa Vista ES	59.28	41.00	9.00	9.28	
North Loop ES	59.28	39.00	10.00	10.28	
Sageland ES	60.28	43.00	8.00	9.28	
Del Valle HS	217.16	153.96	29.00	34.20	
Valley View MS	72.16	47.00	12.00	13.16	
Lancaster ES	60.28	43.00	8.00	9.28	
LeBarron Park ES	60.28	43.00	8.00	9.28	
Marian Manor ES	65.16	45.00	9.00	11.16	
Mission Valley ES	68.04	46.00	10.00	12.04	
New Lower Valley ES	60.28	43.00	8.00	9.28	
Eastwood HS	205.94	150.50	26.00	29.44	
Eastwood MS	102.04	64.00	16.00	22.04	
Eastwood Knolls ES	69.28	51.00	7.00	11.28	
East Point ES	79.16	56.00	9.00	14.16	
Eastwood Heights ES	78.04	50.00	16.00	12.04	
Edgemere ES	75.16	50.00	13.00	12.16	
Scotsdale ES	89.04	61.00	15.00	13.04	
Hanks HS	229.42	158.74	39.00	31.68	
Desert View MS	71.16	45.00	12.00	14.16	
Indian Ridge MS	83.16	59.00	12.00	12.16	
Glen Cove ES	101.80	66.00	20.00	15.80	
Pebble Hills ES	80.16	56.00	12.00	12.16	
R.E.L. Washington ES	65.04	40.00	13.00	12.04	
Tierra Del Sol ES	70.28	49.00	10.00	11.28	
Vista Hills ES	78.66	51.00	14.00	13.66	
Parkland HS	156.32	100.00	25.00	31.32	
Parkland MS	75.66	47.50	14.00	14.16	
Desertaire ES	69.03	46.75	12.00	10.28	
Dolphin Terrace ES	73.29	47.25	13.00	13.04	
North Star ES	60.53	41.25	9.00	10.28	
Parkland ES	73.91	48.75	13.00	12.16	



Ysleta Independent School District Facilities Information

School/ Facilities	Employees				
	Total	Professional	Paraprofessional	Ancillary	Part-Timers
Riverside HS	194.06	130.50	34.00	29.56	
Riverside MS	79.92	53.00	11.00	15.92	
Ascarate ES	53.28	37.00	7.00	9.28	
Cadwallader ES	59.28	33.00	16.00	10.28	
Cedar Grove ES	67.16	43.00	13.00	11.16	
Ramora ES	48.68	31.00	8.00	9.68	
Thomas Manor ES	53.48	37.00	6.00	10.48	
Ysleta HS	188.02	120.20	34.50	33.32	
Camino Real MS	75.16	52.00	11.00	12.16	
Ysleta MS	55.92	34.00	8.00	13.92	
Rio Bravo MS	56.16	33.00	13.00	10.16	
Alicia R. Chacon Int'l	72.16	51.00	9.00	12.16	
Capistrano ES	70.16	49.00	9.00	12.16	
Pasodale ES	78.28	52.00	15.00	11.28	
Presa ES	57.28	39.00	9.00	9.28	
South Loop ES	57.28	37.00	11.00	9.28	
Ysleta ES	64.04	43.00	8.00	13.04	
Academy of Science & Technology	0.00				
Administration & Cultural Arts Center	4,127.27	386.93	246.03	108.52	3,385.79
Adult Learning Center	10.00	2.00	5.00	3.00	
A.S.T. Teen Parent	0.00				
Cesar Chavez Academy HS	39.40	18.00	15.00	6.40	
Cesar Chavez Academy MS	20.00	9.00	8.00	3.00	
District Wide Homebound	0.00				
Grounds Department	94.26	2.00	1.00	59.00	32.26
Plato Academy	29.88	15.00	13.00	1.88	
Print Shop	12.16	0.00	0.00	8.00	4.16
Robert F. Kennedy Pre-K	77.04	31.00	33.00	13.04	
Service Center	591.84	7.00	11.00	371.29	202.55
Service and Support Center	18.24	10.00	2.00	0.00	6.24
Student Entrepreneur Center	70.00	61.50	6.50	2.00	
Tejas School of Choice	28.52	18.00	5.00	5.52	
Telecommunications Center	4.56	0.00	0.00	3.00	1.56



**Ysleta Independent School District
Facilities Information**

School/ Facilities	Employees				
	Total	Professional	Paraprofessional	Ancillary	Part-Timers
Ysleta Pre-K Center	82.84	34.80	36.00	12.04	
Valle Verde Early College HS	21.00	14.00	4.00	3.00	
Service Center - Northeast	54.73	0.00	1.00	35.00	18.73
Totals	10,000.00	3,787.63	1,131.03	1,430.05	3,651.29