

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

1420 EIDSON ROAD • EAGLE PASS, TX 78852 • (830) 773-5181 • FAX (830) 773-8845

SEALED PROPOSAL

VENDOR LABEL

DATE

January 11, 2010

REQUEST FOR PROPOSAL No.

100208

PLEASE PROPOSE THE FOLLOWING BY:

TUESDAY, FEBRUARY 9, 2009 @2:00 P.M.

The Eagle Pass Independent School District is accepting sealed proposals for **E-RATE YEAR THIRTEEN (13) PROJECT.**

Sealed proposals must be submitted by Tuesday, February 9, 2010 at 2:00 P.M. Any proposals received after opening time or not signed will not be considered.

Respectfully,



**ARTURO SALINAS
DIRECTOR OF PURCHASING**

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSAL NO. 100208
E-RATE YEAR THIRTEEN PROJECT**

1.0 INTENT AND SCOPE

- 1.1 It is the intent of the Eagle Pass Independent School District (EPISD) to contract for the maintenance and technical support services of the **E-RATE YEAR THIRTEEN PROJECT**.
- 1.2 **SCOPE OF WORK** - The project will entail the maintenance and technical support for work to be done at the EPISD's eighteen (18) elementary schools, two (2) junior high schools, two (2) high schools, and one (1) network core location.
- 1.3 Upon subsequent award of the contract and project, the vendor will enter into the implementation, direction, and support phase of the E-Rate Year THIRTEEN Project with the EPISD.
- 1.4 All vendor proposals for the products and services of the **E-RATE YEAR THIRTEEN PROJECT** will be accepted until **TUESDAY, FEBRUARY 9, 2010 AT 2:00 P.M.** The vendor's proposal should comply with the specifications and requirements as outlined in this request for proposal.

2.0 PROPOSAL SPECIFICATIONS AND REQUIREMENTS

- 2.1 **PROPOSALS** - All proposals must be submitted on the attached proposal sheet and must be accompanied by a catalog and/or reference sheet indicating the items proposed. All proposals must be submitted in the order specified on the proposal checklist in order to facilitate the submission and evaluation of proposals.
- 2.2 **APPROVED ORDERS** - The EPISD Department of Purchasing will place orders to the awarded vendor(s) upon award and funding from the School and Libraries Division. All transactions will require a bona-fide purchase order. **No** sales will be allowed without a previously authorized purchase order.
- 2.3 **TEXAS DEPARTMENT OF INFORMATION RESOURCES (DIR)** - All proposals may be proposed and discounted from the company's Texas Department of Information Resources (DIR) catalog with the State of Texas.
- 2.4 **PRICING** - All pricing must be itemized in accordance with the attached proposal sheet. Additional documents, if necessary, may be attached and submitted in order to completely detail the proposal.
- 2.5 All proposals must be in accordance with all terms, conditions, guidelines and requirements as outlined in this proposal and with the School and Libraries Division for E-Rate.
- 2.6 **COMPANY INFORMATION** - Vendors must submit a detailed report about the company and the staff assigned to support EPISD during this project.
- 2.7 **PROJECT MANAGER** - The EPISD will require that a project manager be assigned to this E-RATE YEAR THIRTEEN Project. The name and qualifications of said person must be provided with the proposal.
- 2.8 All proposals must be submitted with detailed literature for the support, services, and equipment being offered.

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- 2.9 **REFERENCES** - All vendors must provide with their offer a reference list with a minimum of five (5) references of school districts in the surrounding area of Eagle Pass, Texas that currently contract and/or have purchased services and equipment from them. **This list shall be taken into consideration during the evaluation and selection process of this offer.**
- 2.10 **PAYMENTS** - Invoices will be paid, in accordance with EPISD policy and procedure, upon the delivery to the EPISD Central Receiving Warehouse. Invoices must be addressed to the Accounts Payable Department at 1420 Eidson Road, Eagle Pass, TX 78852.

3.0 MAINTENANCE AND TECHNICAL SUPPORT SPECIFICATIONS AND REQUIREMENTS

- 3.1 **SERVICE REPRESENTATIVE** - The vendor must furnish a minimum of one (1) dedicated service representative to the EPISD that is trained and certified to provide maintenance and technical support on the existing network and server equipment for a minimum of **1500 hours of service**.
- 3.2 **CERTIFICATION** - The vendor must provide documentation that the designated service representatives are trained and certified to install, service, and support such equipment. **Mininum Cisco Certification Required: CCNP.**
- 3.3 **TECHINCAL SUPPORT** - Technical Support for all E-Rate eligible existing network equipment, servers, and cabling infrastructure must be available for one (1) year. Equipment listed below:
- 3.4 **EXISTING NETWORK EQUIPMENT** - Cisco 8x5xNBD SMARTnet with onsite replacement services for the following list of equipment:

PRODUCT NUMBER	PRODUCT DESCRIPTION	QTY
DMP-4400G-52-K9	Digital Media Player 4400G HW, 4GB SD Card, Acc. Kit, Global	5
DMP-SW52-K9	Digital Media Player V5.2 Perptl. SW Lic.	5
CAB-AC-C5	AC Power Cord, Type C5, US	5
CON-SNT-D4400G52	SMARTNET 8X5XNBD DMP4400G HW, 4GB SD Card, Acc. Kit	5
CON-SAS-DMP5W52	SW APP SUPP Digital Media Player	5
DMP-PRCASE-4400-S1	DMP 4400 Protective Case Mount, Series 1	5
WAE-612-K9	Wide Area Application Engine 612, 2GB MEM, 2 x 300 HDD Incl.	1
SF-ACNS-5.5-SS-K9	ACNS Software v5.5 (SAS)	1
SF-WMSLIC-250M	250 Mbs Windows Media License for ACNS 5.5 or higher	1
CAB-OEM-IBM-AC	AC Power Cord, United States	1
AK-ACNS-5.5-CD-K9	ACNS 5.5 Rescue CD Accessory Kit	1
AK-ACNS-HW	ACNS Hardware Accessory Kit	1
CON-SNT-WAE612	SMARTNET 8X5XNBD Wide Area Application	1
SVR-WKGP-DV52K9	Desktop Video V5.2 Perptl. SW Lic. For Workgroup Server	1
WAVE-574-DMS	HW Only Server with 4GB RAM and 500GB HD	1
DVAUTHOR-FL-10	Show-n-Share Feature License for Up To 10 Authors	1
DVR52-K9	Show-n-Share Reports V5.2 Perptl. SW Lic.	1
UNITY-PWR-US	Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	1

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CON-SNT-SVRWKGP CON-SNT-WAVE574	SMARTNET 8X5XNBD Desktop Vid V52 Perptl SW Lic For WG Svr	1
CON-SAS-SVRWKGP CON-SAS-DVR52-K9	SMARTNET 8X5XNBD HW Only Server with 4GB RAM and 500GB HD SW APP SUPP Desktop Vid V52 Perptl SW Lic For WG Svr	1
CON-SAS-DVAUFL10 CON-SNT-35H3DMS	SW APP SUPP Show-n-Share Reports SW APP SUPP Show-n-Share Feature Lic. SMARTNET 8X5XNBD HW Only Server with 6GB RAM and 4 300GB	1
DMS-DME-1100 UNITY-PWR-US	Cisco Encoder w/ Single Input, Single Processor, Portable Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	1
CON-SNT-DDME1100	SMARTNET 8X5XNBD Cisco Encoder w/ Single Input Single	1
DMS-DME-2200 UNITY-PWR-US	Cisco Encoder w/ Dual Input, Dual Processor, Studio Level Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	1
CON-SNT-DDME2200 CON-SNT-DDME1100 CON-SNT-DDME2200	SMARTNET 8X5XNBD Cisco Encoder w/ Dual Input, Dual SMARTNET 8X5XNBD Cisco Encoder w/ Single Input Single SMARTNET 8X5XNBD Cisco Encoder w/ Dual Input, Dual	1
MXE-3000 UNITY-PWR-US	Media Experience Engine HW Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	1
CON-SNT-MXE3K CON-SAS-MXE3KLIC CON-SNT-MXE3K	MXE 3000 SW SMARTNET 8X5XNBD MXE-3000 SW APP SUPP MXE-3000-LIC SMARTNET 8X5XNBD MXE-3000	1
WS-SVC-WISM-1-K9= SWISMK9-60	Wireless Service Module (WiSM) for up to 300 Lightweight Aps Cisco Unified WLAN Controller SW Release 6.0 - MD	2
SWISMK9-60-ER	WLAN Controller Emergency SW for WISM - ED	2
CON-SNT-WSSVCW1K	SMARTNET 8X5XNBD CISCO wireless svc module (WISM)	2
AIR-LAP1142N-A-K9 S114RK9W-12418JA	802.11a/g/n Fixed Unified AP; Int Ant; A Reg Domain Cisco 1140 Series IOS WIRELESS LAN LWAPP RECOVERY	200
CON-SNT-1142NAK	SMARTNET 8X5XNBD 802.11a/g/n Fixed Unified AP; Int Ant	1
WS-C3560G-24PS-S CAB-16AWG-AC	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image AC Power cord, 16AWG	37
CON-SNT-3560GPS	SMARTNET 8X5XNBD Cat 3560 24 10/100/1000T PoE + 4 SF	37
WS-C3560G-48PS-S CAB-16AWG-AC	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image AC Power cord, 16AWG	28
CON-SNT-3560G48S	SMARTNET 8X5XNBD Cat 3560 48 10/100/1000T PoE + 4 SF	28
WS-C6509-E S733IS-12218SXF	Catalyst 6500 Enhanced 9-slot chassis,15RU,no PS,no Fan Tray Cisco CAT6000-SUP720 IOS IP SERVICES	1
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	1
CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G	1
WS-SUP720-3BXL	Catalyst 6500/Cisco 7600 Supervisor 720 Fabric MSFC3 PFC3BXL	1
CF-ADAPTER-SP	SP adapter for SUP720 and SUP720-10G	1
WS-X6548-GE-45AF	Cat6500 48-port PoE 802.3af & ePoE 10/100/1000 CEF256 card	1
WS-X6548-GE-45AF	Cat6500 48-port PoE 802.3af & ePoE 10/100/1000 CEF256 card	1
WS-X6724-SFP	Catalyst 6500 24-port GigE Mod: fabric-enabled (Req. SFPs)	1
WS-SVC-WISM-1-K9	CISCO WIRELESS SERVICES MODULE (WISM)	1
SWISMK9-60	Cisco Unified WLAN Controller SW Release 6.0 - MD	1

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WS-SVC-WISM-1-K9	CISCO WIRELESS SERVICES MODULE (WISM)	1
SWISMK9-60	Cisco Unified WLAN Controller SW Release 6.0 - MD	1
WS-C6509-E-FAN	Catalyst 6509-E Chassis Fan Tray	1
WS-CAC-4000W-US	4000Watt AC Power Supply for US (cable attached)	2
CON-SNT-WS-C6509	8x5xNBD Service,Catalyst 6509	1
CON-SNT-WSSVCW1K	SMARTNET 8X5XNBD CISCO wireless svc module (WISM)	1
CON-SNT-WSSVCW1K	SMARTNET 8X5XNBD CISCO wireless svc module (WISM)	1
SMARTnets		
MCS7835H2-K9-CMC1		2
LIC-CM7.0-7835=		2
Unity Server		1
Unity Software		1
ASA5510-SEC-BUN-K9		2
CISCO2821-SRST/K9		1
CISCO3845		1
CISCO3725		1
WS-C4506		1
WS-C4510R		18
WS-C6509-E		4
WS-C3560G-48PS-S		97
WS-C3750G-48PS-S		68
WS-C3560G-24PS-S		81
CISCO2801-SRST/K9		24
AIR-AP1232AG-A-K9		251
POWEREDGE 2900		20
EMC CX200 SAN		2

4.0 SELECTION CRITERIA

4.1 The evaluation of the proposals will be based on the following factors.

- Overall Cost of Project and Best Value to EPISD
- Adherence to Specifications and Requirements
- Service and Support History of Vendor
- Vendor Experience and Qualifications for Services
- Other Factors considered relevant by EPISD

4.2 The Department of Purchasing for the EPISD will use the above referenced criteria to recommend the best value at the lowest possible price to the EPISD Board of Trustees.

4.3 The EPISD reserves the right to reject any or all proposals and it is not the policy of the EPISD to award contracts for a purchase or service on the basis of price alone; other controlling factors may be considered.

4.4 **AWARD OF PROPOSAL** - The EPISD will contract and award this proposal to one (1) successful vendor.

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5.0 SPECIAL NOTES

5.1 All sealed proposals must be **MAILED** to:

EAGLE PASS INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
ARTURO SALINAS, DIRECTOR OF PURCHASING
1420 EIDSON ROAD
EAGLE PASS, TX 78852

5.2 All sealed proposals may be **DELIVERED IN PERSON** to:

EAGLE PASS INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
ARTURO SALINAS, DIRECTOR OF PURCHASING
1654 VETERANS BLVD.
EAGLE PASS, TX 78852

5.4 Any questions or concerns regarding this proposal must be directed to Arturo Salinas, Director of Purchasing or Sonny Snyder, Information Technology Director, at (830) 773-5181 or at the Eagle Pass ISD Department of Purchasing located at 1654 Veterans Blvd., Eagle Pass, Texas 78852.

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PROPOSAL CHECKLIST

1. Invitation to Bid Response
2. Non-Collusion Statement
3. Felony Conviction Notice
4. Debarment and Suspension Certificate Certifying Statement
5. Deviation/Compliance Form
6. Out of State Certifying Statement
7. Historically Underutilized Business (HUB) Certifying Statement
8. Proposals (2.1)
9. Texas DIR Pricing (2.3 and 2.4)
10. Company Information (2.6)
11. Project Manager (2.7)
12. References (2.9)
13. Service Representative (3.1)
14. Service Representative Certification (3.2)

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT
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PROPOSAL SHEET

PROJECT DESCRIPTION	ITEMIZED PROJECT COST
<p style="text-align: center;">MAINTENANCE AND TECHNICAL SUPPORT OF (Existing Network Equipment, Server Equipment, Min. 1500 Hours of Service, and Cabling Infrastructure)</p>	<p style="text-align: center;">\$ _____</p>
<p style="text-align: center;">TOTAL PROJECT COST</p>	<p style="text-align: center;">\$ _____</p>

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GENERAL TERMS AND CONDITIONS

- 1.0 The workmanship and material specified in this bid/proposal shall be fully guaranteed for a **minimum period of one (1) year** from date of delivery and/or acceptance of work, unless otherwise stated in your bid/proposal.
- 2.0 The Eagle Pass Independent School District reserves the right to waive formalities and irregularities and to accept or reject the bid/proposal or each item thereunder separately.
- 3.0 **OFFER PERIOD** - This bid/proposal is a firm offer which shall be irrevocable and open for acceptance for _____ calendar days (60 calendar days unless otherwise specified) from the date of submission. **A thirty (30) day minimum is required for school board approval.**
- 4.0 The bid/proposal and any eventual award may not be assigned or any right thereunder transferred to a third party.
- 5.0 Bidder/proposer agrees to comply with all policies and regulations of the Eagle Pass Independent School District.
- 6.0 **QUANTITY** - It is understood and agreed that the Eagle Pass Independent School District reserves the right to increase or decrease quantities or modify conditions or specifications by mutual agreement with the selected vendor, both at the time of the acceptance of the bid/proposal offered as so modified, and subsequent thereto.
- 7.0 **INDEMNITY** - The contractor/vendor/service provider shall indemnify, defend and hold harmless the Eagle Pass Independent School District, its employees, officials, and representatives from any and all claims made, lawsuits filed, losses, costs (including but not limited to attorney's fees) or damages incurred as a result of contractor/vendor/service provider acts or omissions of any nature relating to a contract entered into as a result of a Request for Bids /Proposals/Qualifications. The District will not enter into any agreement requiring the District to indemnify a contractor, vendor, or service provider.
- 8.0 **LEGAL VENUE** -The contractor/vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in the State District Courts of Maverick County, Texas, and any dispute shall be governed by the laws of the State of Texas. The District will not enter into any agreement requiring arbitration of disputes. Bidders/Proposers shall not disclose to any third party, information provided by the District in connection with this solicitation for bids/proposals.
- 9.0 **PROPERTY TAXES** - Bidder/Proposer affirms that it does not currently owe or is otherwise indebted to the Eagle Pass Independent School District for adjudicated delinquent property taxes. The Eagle Pass Independent School District reserves the right to reject a bid or a proposal if the Bidder/Proposer is currently indebted to the Eagle Pass Independent School District for delinquent taxes or to terminate a contract if the successful Bidder/Proposer subsequently becomes delinquent. The Eagle Pass Independent School District further reserves the right to deduct any delinquent taxes owed from payments that the Eagle Pass Independent School District may owe to the successful Bidder/Proposer under the awarded contract.

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- 10.0 **INCORPORATION OF TERMS INTO CONTRACT** -The terms and conditions set out in any Request for Proposal/Bid/Qualifications including these general terms and conditions shall be made part of any contract entered into by the District with any Vendor, Contractor or Service Provider. A response to any Request for Proposal/ Bids/Qualifications indicates the responders binding agreement to the terms and conditions set out therein.
- 11.0 **RELIEF** - The District will not agree to any contract requiring waiver of any legal relief to which the District may be entitled.
- 12.0 **CONTROLLING LANGUAGE** - Despite any terms or provisions in any contract entered into by the District as a result of any Request for Proposal/ Bids/Qualifications, the language of the Request for Proposal/Bids/Qualifications shall be controlling and shall supersede any contrary language contained in any contract.

GENERAL BID/PROPOSAL SPECIFICATIONS

- 1.0 The right is reserved by the Eagle Pass Independent School District to accept and/or reject bids/proposals on each item separately and/or as a whole bid/proposal. Bids/proposals received after the time and date specified will be returned unopened.
- 2.0 **SUBMISSION** - All bids/proposals must be signed and returned in an **ENCLOSED** opaque envelope or package. The opaque envelope or package must be clearly marked with the bidder's name, bid number, bid opening date, and time of bid opening on the outside of the envelope or package. Vendors are permitted to keep one copy of this bid/proposal for their files. **Bidders/proposers must return all original documents that are required with their bid/proposal response. Failure to return any document or information requested as part of the response may result in the rejection of the entire bid/proposal.** Bids/proposals or related communication submitted by facsimile will not be accepted.
- 3.0 **BID/PROPOSAL OPENING** - Bidders/Proposers are invited to be present at the opening of this bid/proposal on the date and hour specified. Bids/Proposals received unsigned by a representative of the company will not be considered. The only exception will be in instances where the bidder is present at the bid/proposal opening and agrees to sign the bid/proposal in the presence of other bidders of the same bid/proposal.
- 4.0 **ADDENDUM** - In the event that any changes to this bid/proposal occur subsequent to the mailing or other delivery of the original bid/proposal, the changes or corrections to this bid/proposal will be made by ADDENDUM, and any updated information contained in any ADDENDUM will be in addition to and may prevail over the information contained in the bid/proposal or any previous ADDENDUM. Each ADDENDUM must be acknowledged on the acknowledgement form provided with the ADDENDUM. Any required acknowledgement form must be submitted along with the submission of any bid/proposal response.
- 5.0 **REQUIRED FORMS** - All bidders/proposers must execute the forms *INVITATION TO BID/PROPOSE, NON-COLLUSION STATEMENT, FELONY CONVICTION NOTICE, DEBARMENT AND SUSPENSION CERTIFICATE, CONFLICT OF INTEREST QUESTIONNAIRE, DEVIATION/COMPLIANCE FORM, OUT OF STATE CERTIFYING STATEMENT, HUB CERTIFYING STATEMENT , AND CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION* enclosed herewith for the bid/proposal to be considered.

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- 6.0 **WITHDRAWAL** - The Eagle Pass Independent School District will consider a WRITTEN request from any vendor permitting the vendor to withdraw any bid/proposal submitted, but ONLY IN ITS ENTIRETY, and ONLY UNTIL THE DUE DATE AND TIME FOR SUBMISSION OF THE BID/PROPOSAL. A representative from the vendor submitting the bid/proposal that is authorized to enter into contracts on behalf of the vendor must sign the request to WITHDRAW, indicate their title on the request, and submit the request to the Eagle Pass Independent School District in a manner deemed satisfactory by the Eagle Pass Independent School District. No bid/proposal may be withdrawn after the date and time bids/proposals are due. If a vendor requests to withdraw a bid/proposal and the Eagle Pass Independent School District permits the WITHDRAWAL of the bid/proposal, the vendor may resubmit the bid/proposal or submit a new bid/proposal up until the due date and time for submission provided the new submission meets all the qualifications of the bid/proposal. All bids/proposals in the possession of the Eagle Pass Independent School District at the time bids/proposals are due shall be deemed final, conclusive, and irrevocable, and no bid/proposal shall be subject to withdrawal, amendment, or correction after the due date and time unless otherwise permitted by the Eagle Pass Independent School District during a subsequent negotiation process. The decision of the Eagle Pass Independent School District relating to any matters pertaining to bid/proposal withdrawal will be final.
- 7.0 **BRAND NAMES AND CATALOG NUMBERS** - The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal or greater quality, unless “no substitute or only” is specified. All substitutions must meet or exceed specifications to be acceptable. The make, model, and description of all substitutions must be listed by specified item. **FAILURE OF THE VENDOR TO COMPLY WITH THESE SPECIFICATIONS MAY, AT THE OPTION OF THE EAGLE PASS INDEPENDENT SCHOOL DISTRICT DISQUALIFY THAT PORTION, OR THE ENTIRE BID, FROM CONSIDERATION.**
- 8.0 **SELECTION CRITERIA** - It is not the policy of the Eagle Pass Independent School District to award or purchase on the sole basis of low price alone. In awarding a contract, the Eagle Pass Independent School District may consider the following factors as well as those specifically listed in the bid/proposal:
- 8.1 The purchase price
 - 8.2 The reputation of the vendor and of the vendor’s goods and services
 - 8.3 The quality of the vendor’s goods or services
 - 8.4 The extent the goods or services meet the Eagle Pass Independent School District’s needs
 - 8.5 The vendor’s past relationship with the Eagle Pass Independent School District
 - 8.6 Compliance with the laws and rules relating to Historically Underutilized Businesses (HUB)
 - 8.7 The total long-term cost to the District
 - 8.8 Any other relevant factors
- 9.0 **PRODUCT INFORMATION** - Complete warranty information and descriptive and/or illustrative literature covering the item(s) bid/proposed is to accompany the bid/proposal. All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or UL Laboratories. Material Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each order within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request.

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- 10.0 **SAMPLES** - Samples, when requested, must be furnished at no cost to the Eagle Pass Independent School District. If not destroyed during examination, they will be returned to the bidder/proposer on request and at the company's expense. Each sample, when requested, should be clearly marked with the bidder's name and item number on the bid/proposal. **DO NOT ENCLOSE IN OR ATTACH BID/PROPOSAL TO SAMPLE.**
- 11.0 **REMOVAL FROM BID LIST** - Failure to respond to this bid/proposal in writing may result in your removal from the bid list. Vendors must respond by submitting the **NOTICE OF NO BID FORM** provided with this bid/proposal.
- 12.0 **AUTHORIZED PURCHASE** - The successful bidder/proposer will not begin services or deliver product without a purchase order signed by an authorized representative of the Department of Purchasing. The Eagle Pass Independent School District **will neither be responsible nor make payment** for any goods delivered or services performed without a valid purchase order.
- 13.0 **PACKAGING** - Unless otherwise provided for on this bid/proposal, all products supplied under any contract resulting from this bid/proposal must be packaged in containers that are new and appropriately designed for the products involved, and sturdy enough to protect the products involved in loading, transit, unloading, and storage. Any products supplied under any contract resulting from this bid/proposal for which palletizing is appropriate must be delivered on standard forty-eight (48") inch four-way pallets in good and serviceable condition.
- 14.0 **SHIPPING** - All freight, delivery, and handling charges are the responsibility of the vendor and all prices must be quoted freight prepaid, F.O.B. destination, and shall include all freight, delivery and handling charges, including unloading and inside deliveries where required. Unless otherwise noted or unless prior approval has been obtained from the Eagle Pass Independent School District all deliveries shall be made between the hours of 8:00 a.m. through 11:30 a.m. and 1:30 p.m. through 4:00 p.m. Monday through Friday at the following address.
- 14.1 Eagle Pass Independent School District
Central Receiving Warehouse
1654 Veterans Blvd.
Eagle Pass, TX 78852
- 15.0 **TAXES** - The Eagle Pass Independent School District is a public jurisdiction that is exempt from federal, state, sales, excise, and use taxes. Tax exemption certificates will be provided by the Eagle Pass Independent School District upon individual requests from the vendor. Sales tax must not be included in any bid/proposal response or invoice submitted by any vendor unless failure to obtain a Tax Exemption Certificate from the Eagle Pass Independent School District has occurred.
- 16.0 **INVOICES** - Invoices regarding this bid/proposal must be addressed to the Accounts Payable Dept. at the above address. Payment on a properly submitted invoice will usually be made on the seventh business day of the month for items/services received prior to or on the last business day of the previous month. If an invoice is not properly submitted, no late and/or finance charges will be paid by the District.

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- 18.0 **NON-APPROPRIATION** - The award of a contract is dependent on the availability of funds. In the event sufficient funds are not appropriated, the contract or award may be terminated or the scope amended. Written notice will be given to the vendor of such termination or amendment, and there will be no penalty or other charge assessed against or incurred by the Eagle Pass Independent School District. The successful bidder/proposer shall be required to agree to non-appropriation language as follows: The obligation of the District to perform under this agreement shall be contingent upon the Board of Trustees of the District appropriating funds for this Agreement as of September 1st of each year in which this agreement is in effect. Should the District Board of Trustees fail to appropriate funds for this agreement then this agreement shall terminate. District shall notify "Contractor" in writing within five (5) days of any non-appropriation.
- 19.0 Nothing herein shall be construed as creating the relationship of employer or employee between the Eagle Pass Independent School District and the contractor/vendor or between the Eagle Pass Independent School District and the contractor's/vendor's employee. The contractor/vendor is an independent contract and nothing contained herein shall constitute or designate the contractor/vendor or any of his employees as employees of the Eagle Pass Independent School District.
- 20.0 The contractor/vendor understands and agrees that the above general bid/proposal specifications are terms and conditions of the contract between the Eagle Pass Independent School District and the contractor/vendor. These general bid/proposal specifications and terms and conditions shall control and govern in the event of any conflict with any other terms and conditions submitted by the contractor/vendor.
- 21.0 **QUESTIONS** - Any questions in regard to this bid/proposal must be directed to the
- 21.1 **CORRESPONDENCE ADDRESS**
Director of Purchasing
Eagle Pass Independent School District
1420 Eidson Road
Eagle Pass, Texas 78852
(830) 773-5181
FAX (830) 773-8845
- 21.2 **PHYSICAL ADDRESS**
Director of Purchasing
Eagle Pass Independent School District
1654 Veterans Blvd.
Eagle Pass, Texas 78852
(830) 773-5181
FAX (830) 773-8845
- 22.0 **DISQUALIFICATION** - The District reserves the right to disqualify any bidder/proposer at the District's sole discretion.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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BID/PROPOSAL PROCESS OVERVIEW

- 1.0 The bids/proposals are released to the potential bidders.
- 2.0 Deadline for submitting the Bids/Proposals.
- 3.0 The Eagle Pass Independent School District reviews all Bids/Proposals and selects the Bids/Proposals reasonably qualified for selection of award.
- 4.0 The Eagle Pass Independent School District and bidder(s) enter into discussions, negotiations, and revisions of Proposals as necessary.
- 5.0 A recommendation to the Eagle Pass Independent School District Board of Trustees for Bid/Proposal award.
- 6.0 The Bid/Proposal is executed with the successful bidder.

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INVITATION TO BID/PROPOSE

REPRESENTATIONS: By execution and submission of this bid/proposal, the undersigned authorized representative of the contracting company indicated below hereby represents and warrants to the Eagle Pass Independent School District as follows:

1. That said person is authorized to enter into contractual relationships on behalf of the contracting company indicated below, and
2. That said person has read and understands this Sealed Bid/Proposal, the accompanying General Terms and Conditions, General Bid/Proposal Specifications, and Proposal Form(s) and that this bid/proposal is made in accordance with the provided documents, and
3. That said person proposes to supply any products and/or services submitted under this Sealed Bid/Proposal at the prices quoted and provided and in strict compliance with the bid/proposal documents and
4. That if any part of this bid/proposal is accepted, said person and company will furnish all products and/or services awarded under this bid/proposal at the prices quoted and provided and in strict compliance with the bid/proposal documents and
5. That the Eagle Pass Independent School District or any representative or agent of the Eagle Pass Independent School District is authorized by the undersigned to contact any firm, institution, and/or person to obtain information about the firm's services, financial condition, and/or any other information Eagle Pass Independent School District may deem necessary.

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

DELIVERY DATE

PAYMENT TERMS

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

1420 EIDSON ROAD • EAGLE PASS, TX 78852 • (830) 773-5181 • FAX (830) 773-8845

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/proposal 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."

VENDOR

ADDRESS

PHONE AND FAX

BIDDER (SIGNATURE)

BIDDER (PRINT NAME)

POSITION WITH COMPANY

SIGNATURE OF COMPANY

OFFICIAL AUTHORIZING

THIS BID

COMPANY OFFICIAL

(PRINT NAME)

OFFICIAL POSITION

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

1420 EIDSON ROAD • EAGLE PASS, TX 78852 • (830) 773-5181 • FAX (830) 773-8845

FELONY CONVICTION NOTICE

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

COMPANY NAME: _____
(PRINT OR TYPE)

AUTHORIZED COMPANY OFFICIAL'S NAME: _____
(PRINT OR TYPE)

****SIGN ONLY A, B, OR C****

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.

Details of Conviction: _____

SIGNATURE OF COMPANY OFFICIAL

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DEBARMENT AND SUSPENSION CERTIFYING STATEMENT

In accordance with Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 the contractee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

The Eagle Pass Independent School District hereby agrees to abide by the aforementioned terms and conditions.

VENDOR NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

COMPANY OFFICIAL

(SIGNATURE) _____

COMPANY OFFICIAL

(PRINT NAME) _____

POSITION WITH COMPANY _____

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING**

1420 EIDSON ROAD • EAGLE PASS, TX 78852 • (830) 773-5181 • FAX (830) 773-8845

CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)
FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. By law this questionnaire must be filed with the records administrator of the local government 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 violates **Section 176.006, Local Government Code.** An offense under this section is a Class C misdemeanor.

1. Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

5. Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

YES No

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

YES No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of ten percent (10%) or more?

YES No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. _____
SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY DATE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

1420 EIDSON ROAD • EAGLE PASS, TX 78852 • (830) 773-5181 • FAX (830) 773-8845

DEVIATION/COMPLIANCE FORM

The Eagle Pass Independent School District respectfully requests that if the undersigned bidder/proposer intends to deviate from the General Terms and Conditions, General Bid/Proposal Specifications or Bid/Proposal Specifications listed in this invitation to bid/propose, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The Eagle Pass Independent School District shall consider any deviations in its bid/proposal award decisions, and the Eagle Pass Independent School District reserves the right to accept or reject any bid/proposal based upon any deviations indicated below or in any attachments and/or inclusions.

In the absence of any deviation entry on this form, the bidder/proposer assures the Eagle Pass Independent School District of their full compliance with the General Terms and Conditions, General Bid/Proposal Specifications, Bid/Proposal Specifications and all other information pertinent and contained in this bid/proposal.

DEVIATIONS

(Check One)

YES, Please list below

NO

List any and all deviations submitted by your company below (if additional space is required please provide attachments):

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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OUT OF STATE CERTIFYING STATEMENT

As defined by Texas House Bill 602, a "NONRESIDENT BIDDER" means a bidder whose principal place of business is not in the State of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

(Check One)

I certify that my company is a "RESIDENT BIDDER".

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

I certify that my company qualifies as a "NONRESIDENT BIDDER"

Indicate the following information for your "RESIDENT STATE" (State principal place of business is located in):

COMPANY NAME

ADDRESS

CITY

STATE

ZIP CODE

1. Does your "RESIDENT STATE" require bidders whose principal place of business is in the State of Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("RESIDENT STATE" means the state in which the principal place of business is located)

YES

NO

2. What is the prescribed amount or percentage? \$ _____ or _____ %

CERTIFICATION: I certify that the information provided above is correct.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME AND TITLE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFYING STATEMENT

Bidding/Proposing companies that have been certified by the Texas Building and Procurement Commission (TBPC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this bid/proposal.

(Check One)

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

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

NAME OF COMPANY

DATE OF SUBMITTAL

ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TELEPHONE AND FAX NUMBER OF AUTHORIZED REPRESENTATIVE

POSITION OR TITLE OF AUTHORIZED REPRESENTATIVE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

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NOTICE OF "NO BID" FORM

Dear Vendor:

If at this time your company will be submitting a **NO BID** for this bid/proposal please check the appropriate box below, complete the remainder of this form, and only return this form to the address listed below **PRIOR** to the scheduled **DATE** and **TIME**.

Our company cannot provide the products, supplies, and or/services listed in this request. Please **MOVE** our name and address to the following category(ies) so that we may bid at a later date.

Category(ies): _____

We have chosen **NOT** to submit a bid/proposal at this time but would like to remain on your list for this category. We did not submit a bid/proposal because:

Reason(s): _____

Please **REMOVE** our name from all Eagle Pass ISD lists until further notice.

Reason(s): _____

COMPANY NAME: _____

ADDRESS AND PHONE: _____

REPRESENTATIVE (PLEASE PRINT): _____

AUTHORIZED SIGNATURE: _____

NAME OF BID/PROPOSAL: _____

Please mail this form to:

**EAGLE PASS INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING
NOTICE OF "NO BID"
1420 EIDSON ROAD
EAGLE PASS, TX 78852**

VENDORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED BID/PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. VENDORS MAKING NO RESPONSE AT ALL MAY BE REMOVED FROM THAT LISTING.

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION

Each Texas public school district must receive certification from any entity with which it contracts to provide services regarding the fact that the entity has obtained the following for all employees who have or will have "continuing duties related to contracted services;" and have "direct contact with students" before employing or immediately after employing or securing the services of the individual:

- (1) A name-based criminal history background check on all employees hired before January 1, 2008;
- (2) A national criminal history record information review on all employees hired on or after January 1, 2008, which may include fingerprints and photographs.

"Continuing duties related to contracted services" – work duties that are performed pursuant to a contract to provide services to a school district on a regular, repeated basis rather than infrequently or one time only.

"Direct contact with students" – The 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. Contact with students that results from services that do not provide the opportunity for unsupervised interaction with an individual student, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides the opportunity for unsupervised contact with students such as, without limitation, the provision of individualized coaching, tutoring, or other services.

19 TAC § 153.1101

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the
- Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

The school district may not allow any employee of the entity or an individual to serve at the district if information obtained through this review verifies that the employee has been convicted of one of the following and at the time of the offense the victim was under 18 years of age or was enrolled in a public school:

- (1) A Title 5 felony offense;
- (2) An offense requiring the individual to register as a sex offender; or
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

Name of Contracting Entity or Individual: _____

Type of service to be performed on school campus: _____

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On behalf of the above-named contracting entity or individual, I hereby certify the following *(Check One)*:

- No employees, including myself, have continuing duties related to the contracted services and/or will have direct contact with students; therefore, I/we do not have any covered employees and no criminal background check is required.
- All employees, including myself, who have continuing duties related to the service(s) to be performed at the District and who also have direct contact with students have undergone the required criminal history background check (employed before January 1, 2008) or national criminal history record information review, which may include fingerprints and photographs (employed on or after January 1, 2008) and that no prohibited contact as described herein was revealed.

I have attached a list of employees, including myself, who have or will have continuing duties related to the contract and who will have direct contact with students. None of these individuals has a reported criminal history that would render the employee ineligible for service at a Texas public school district. Upon request, I will make available for the District's inspection the criminal history record information of any covered employee. I will notify the District within three business days if I receive information that a covered employee has been convicted of a criminal offense that would render the individual ineligible for service at a Texas public school district under state law. I agree that if the district objects to the assignment of a covered employee to the district, on the basis of the covered employee's criminal history record information, I will discontinue such assignment, or my contract with the District may be terminated.

SIGNATURE OF PERSON DOING BUSINESS WITH THE GOVERNMENTAL ENTITY

DATE

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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NOTICE TO VENDORS

To Whom It May Concern:

Thank you for the submission of your bid or proposal to the Eagle Pass Independent School District. The District understands and appreciates all of the efforts undertaken in the preparation and submission of a bid or proposal.

It is the intent of this administration to conduct a fair and impartial evaluation of these bids or proposals with an emphasis on determining the best value for the District at the lowest possible price.

Essential to an impartial objective analysis is that it not be subjected to extraneous influences. The District requests and appreciates that no efforts be undertaken by vendors to independently contact the District's evaluation team for this bid or proposal with the purpose of seeking an unfair advantage. As a matter of fairness, this is necessary in order to provide due and proper consideration to each and every bid or proposal.

This request also extends to contact, communications, and/or interactions with the members of the School Board. Independent communications with the Trustees by vendors puts the administration and the Trustees in a very difficult position. It is our experience that such advocacy efforts result in members receiving non-objective information that can result in confusion during the competitive procurement process. The Texas Education Agency (TEA) and State law require a strict delineation of roles by the Board and the Administration. It is the Board's role to consider as a whole the recommendation(s) of the administration and vote upon those recommendation(s).

When vendors contact members independently it facilitates the crossing over of those clearly defined and legally required roles of the Board and the Administration. This can result in legal issues and most certainly a compromise in the integrity of the entire bid or proposal process. Please be advised that this administration will not favorably receive any evidence that a vendor has contacted the District staff or members of the Board in an effort to seek an unfair advantage.

We anticipate your cooperation in maintaining the integrity of the competitive procurement process and thank you in advance for such efforts.

Respectfully,

Eagle Pass Independent School District
Business and Finance Department