

EAGLE PASS INDEPENDENT SCHOOL DISTRICT

DEPARTMENT OF PURCHASING

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

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** - In the event that any item to be purchased or used hereunder is protected by a patent, copyright, trademark, trade secret, or other intellectual property rights, the vendor will indemnify, defend, and hold harmless the Eagle Pass Independent School District and its employees, officials, and representatives from any and all claims made, lawsuits filed or losses, costs, or damages incurred as a result or related to the purchase or use of the item in violation of or infringing on the rights under such patent, copyright, trademark, trade secret, or other intellectual property protection. The District will not enter into any agreement requiring the District to indemnify contractor for any purpose.
- 8.0 **LEGAL VENUE** -The contractor/vendor understands and agrees that venue for any litigation arising from this award or contract shall lie in Eagle Pass, Maverick County, Texas, and that 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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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 **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.
- 4.0 **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.**
- 5.0 **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:
 - 5.1 The purchase price
 - 5.2 The reputation of the vendor and of the vendor's goods and services
 - 5.3 The quality of the vendor's goods or services
 - 5.4 The extent the goods or services meet the Eagle Pass Independent School District's needs
 - 5.5 The vendor's past relationship with the Eagle Pass Independent School District
 - 5.6 Compliance with the laws and rules relating to Historically Underutilized Businesses (HUB)
 - 5.7 The total long-term cost to the District
 - 5.8 Any other relevant factors

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- 6.0 **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.
- 7.0 **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.**
- 8.0 **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.
- 9.0 **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.
- 10.0 **BID/PROPOSAL OPENING** - Bidders/Proposers are invited to be present at the opening of this bid/proposal on the date and hour specified.
- 11.0 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.

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- 12.0 **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.
- 13.0 **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.
- 14.0 **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.
- 15.0 **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.
- 15.1 Eagle Pass Independent School District
Central Receiving Warehouse
1654 Veterans Blvd.
Eagle Pass, TX 78852
- 16.0 **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.
- 17.0 **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.
- 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.

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- 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.

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

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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

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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

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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

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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

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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

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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

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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.

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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: _____

EAGLE PASS INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF PURCHASING

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

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

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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