22-066

(ESSER) Technology Temporary Personnel Services

Issue Date: 8/8/2022
Questions Deadline: 8/16/2022 12:00 PM (MT)
Response Deadline: 8/26/2022 02:00 PM (MT)

Contact Information

Contact: Adrian Ibarra
Address: Procurement and School Resources
4900 Woodrow Bean Transmountain Dr
El Paso, TX 79924
Phone: 1 (915) 230-3108
Fax: 1 (915) 230-3119
Email: aibarra@episd.org

Event Information

Number:	22-066
Title:	(ESSER) Technology Temporary Personnel Services
Type:	Request for Proposal
Issue Date:	8/8/2022
Question Deadline:	8/16/2022 12:00 PM (MT)
Response Deadline:	8/26/2022 02:00 PM (MT)
Notes:	The El Paso Independent School District is seeking proposals from vendors to provide contracted temporary personnel services.

Ship To Information

Address: Procurement & School Resources
4900 Woodrow Bean
El Paso, TX 79924-3824
Phone: 1 (915) 230-3100

Billing Information

Address: EPISD Accounts Payable
PO Box 20100
El Paso, TX 79998-0100
Email: accountspayable@episd.org

Bid Attachments

REQUIRED_FORMS 3.24.22.pdf Download

REQUIRED FORMS

2018 w9 Form.pdf Download

Please complete W9

RFP.GOODS_&_SERVICES.07.09.17.REQUIREMENTS 4.29.20.doc Download

RFP Goods & Services Requirements

(SAMPLE) Vendor_Agreement_Services.pdf Download

EPISD Vendor Agreement - FOR REVIEW ONLY

EPISD Vendor Reference Worksheet.pdf Download

Vendor Reference Worksheet

Requested Attachments

RFP Attachment / Vendor Questionnaire
(Attachment required)

Please attach this completed form found on page 1 and 2 of the Bid Attachment titled REQUIRED FORMS.

RFP Attachment / Felony Conviction Disclosure
(Attachment required)

Please attach this completed form found on page 3 of the Bid Attachment titled REQUIRED FORMS.

RFP Attachment / Non-Collusion Statement
(Attachment required)

(MUST BE NOTARIZED) Please attach this completed form found on page 4 of the Bid Attachment titled REQUIRED FORMS.

Conflict of Interest Questionnaire
(Attachment required)

Please attach this completed form found on page 5 of the Bid Attachment titled REQUIRED FORMS.

Deviations / Exceptions

Please attach this completed form found on page 7 the Bid Attachment titled REQUIRED FORMS. Refer to Bid Attribute 25 for Additional Information.

Certification of Applicability to Subcontractors

(Attachment required)

Please attach this completed form found on page 13 of the Bid Attachment titled REQUIRED FORMS.

Criminal History Records Contractor Certification

(Attachment required)

Please attach this completed form found on pages 21 of the Bid Attachment titled REQUIRED FORMS.

Form 1295

(Attachment required)

Please attach the printed form of your electronic submission of the Certificate of Interested Parties-FORM 1295. Instructions are found on page 22 of the Bid Attachment titled REQUIRED FORMS.

RFP Attachment / Acknowledgement of Addenda

Please attach this completed form found on page 25 of the Bid Attachment titled REQUIRED FORMS ONLY if addenda were issued on the bid.

Statement of Compliance with Cone of Silence

(Attachment required)

(MUST BE NOTARIZED) Please attach this completed form found on pages 27 and 28 of the Bid Attachment titled REQUIRED FORMS.

RFP Attachment / Signature Page

(Attachment required)

Please attach this completed form found on page 26 of the Bid Attachment titled REQUIRED FORMS.

IRS Form W-9

(Attachment required)

Please include your completed IRS Form W-9.

Vendor Reference Worksheet

(Attachment required)

Please submit your three completed reference worksheets. Forms must be completed by your references on the EPISD Vendor Reference Worksheet ONLY and attached after completion. EPISD will not forward the worksheets for you.

Additional RFP Attachments

Any additional documents that you would like to include with your proposal can be included in this section.

Bid Attributes

1	**Introduction** The El Paso Independent School District (EPISD) is an accredited K-12 school system serving El Paso, Texas. Current enrollment is approximately 50,769 students, which includes 11,228 bilingual and 6,724 ESL students, ranking EPISD as one of the largest school Districts in Texas and the largest school district in El Paso County. Current facilities include 46 elementary campuses, 15 middle school campuses, 14 high school campuses, various special campuses, and administrative offices. Two schools are of mixed enrollment elementary/middle school. This does not include alternative and specialty schools. EPISD is a District of Innovation, comprised of an ethnically, culturally, and linguistically diverse community. For more detailed information on the District, please refer to the following links: About Us / District Snapshot (episd.org) Texas Education Agency (TEA) Texas Academic Performance Reports (TAPR)

2 **Name of Company Contact**

Please list the name of the contact person that EPISD can call in regards to this bid. The contact person who will serve as the liaison between EPISD and your company. This should be the person that will answer questions regarding the bid submittal and questions pertaining to purchases and purchase orders.

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(Required: Maximum 1000 characters allowed)

3 **Company Contact Email Address**

Please list the email address of the company contact person that EPISD would be emailing in regards to this bid, and to whom questions pertaining to purchases and purchase orders should be addressed.

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(Required: Maximum 1000 characters allowed)

4 **Service Contract Point of Contact**

Please provide the Point of Contact information (name and title) for the company representative authorized to sign Service Contract Agreements.

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(Required: Maximum 50 characters allowed)

5 **Principal Place of Business**

Please indicate Proposer's Principal Place of Business (State)

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(Required: Maximum 1000 characters allowed)

6 **Purchasing Cooperative Contract Awards**

Is your company an awarded vendor on any cooperative contracts? (Region 19, Buyboard, TCPN, US Communities etc.,) If so, Please list agency and contract number.

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(Required: Maximum 4000 characters allowed)

7	**Electronic Submittal** Electronic Pickup and Submission. As permitted by law, Section 44.0313 of the Texas Education Code, the District conducts non-construction solicitation transactions by electronic means (E-Bid System) to the extent possible. The E-Bid System is web based and the process requires vendor registration in order to use the system and provide an electronic response to this Request for Proposals ("RFP"). The INSTRUCTIONS FOR ELECTRONIC FILING can be accessed at: https://www.episd.org/site/Default.aspx?PageID=1024. If you need assistance with registering or accessing the information you may contact the Procurement Services Department at (915) 230-3100 for assistance. ☐ Read and Understood *(Required: Check if applicable)*
8	**Hard-Copy Pickup and Submission** If your firm does not have the means to submit a response electronically, the District will accept hard copy responses as set out in this subparagraph, however, the Vendor must register on the Electronic System in order to receive communications during the process. If Vendor has no access to a computer system, Vendor may contact the Procurement Services Office at (915) 230-3100 for assistance in registering or obtaining responses from the system. Prospective Vendors may obtain a hard copy of the RFP from the following location: El Paso Independent School District Procurement & School Resources 4900 Woodrow Bean Dr. El Paso, Texas 79924 The Procurement Department is available between the hours of 8:00 a.m. and 4:30 p.m, Monday through Friday. Please contact the Procurement Department at (915) 230-3100, in advance of your visit to assure that the hours have not changed and someone will be available to assist you.
9	**Hard Copy Proposals** Hard copy Proposals must be submitted prior to the Proposal Opening and Submission Deadline set out below. Proposals shall be mailed or hand delivered to the following location: El Paso Independent School District Procurement & School Resources 4900 Woodrow Bean Dr. El Paso, Texas 79924 The submitted proposal must be in a sealed envelope or package clearly marked with the Vendor's name, return address, the RFP name and number, and the opening date and time. Hard copy Proposals may be modified, provided such modifications are sealed and received at the District's Procurement Office prior to the Proposal Opening and Submission Deadline set out below. Any proposal or modification received after the Proposal Opening and Submission Deadline shall not be considered.
10	**Proposal Submission** Vendors are responsible to ensure that their Proposal has been properly submitted. Failure to comply with the requirements of this Solicitation, including specific form of the submission required, may be grounds for disqualification of the Proposal as "non-responsive." All Proposals shall be submitted through the E-Bid System or, in hard copy by Hand Delivery, Mail or Overnight Carrier; the District will not accept Proposals via facsimile or email.

11 **EDGAR Certification Form**

For all purchases with federal grant funds, the District is required to comply with the federal Education Department General Administrative Regulations (EDGAR) related to the purchasing of goods and services as outlined in 2 CFR200.317-200.326 and effective as of July 1, 2018. When the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply to the procurement, in addition to those under state law. This RFP includes the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). The District requires that all Vendors complete and execute the CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS form found at the end of the EDGAR CERTIFICATIONS attached hereto as Bid Attachment REQUIRED FORMS, certifying Vendor's willingness and ability to comply with EDGAR requirements, as the source of funding may not be known at the time of this solicitation.

☐ EDGAR certification form is attached ☐ Cannot Comply

(Required: Check only one)

12 **References**

Provide references from three (3) school district clients, other than El Paso ISD, to whom you have provided similar Goods or Services to the ones requested in this Request for Proposal or with whom you have worked on projects of similar size and scope to the one for which services are requested in this Request for Proposal. For each, provide names, addresses, telephone numbers, and email address of contact persons that may be of reference and that may be contacted regarding the quality of your service and your qualifications. Provide your references with ONLY the Vendor Reference Worksheet that is listed as a Bid Attachment and have them returned to you for inclusion in your submission. Please include the worksheets, already completed by your references, in the Vendor Reference Worksheet area of the Requested Attachments. The District will not forward uncompleted reference worksheets to your identified references.

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(Required: Maximum 4000 characters allowed)

13 **Questions and Request for Clarifications- POC**

If a Vendor is in doubt as to the meaning of any part of this solicitation, questions or requests for clarification may be submitted electronically solely via the E-Bid System to the Point-of-Contact. Verbal questions and explanations are not permitted. Interpretations, clarifications and answers to question shall be made only by written response issued to all Vendors via E-Bid message and posted on the E-Bid System after the "Question Cutoff" deadline indicated on the RFP.

14	**Restriction on Communication.** Except as provided above, Vendors and their respective employees, agents, subcontractors and representatives shall restrict their contact with the District and direct all questions regarding this RFP, including questions regarding the Proposed Contract, to the District Point-of-Contact. Between the date of issuance of this solicitation and continuing through the date of award by the District's Board of Trustees, Vendor and its employees, agents, subcontractors and representatives direct all questions regarding this RFP, including questions regarding the Proposed Contract, to the District Point-of-Contact. Vendor and its employees, agents, subcontractors and representatives, are specifically prohibited from directly or indirectly discussing, communicating, lobbying for, or promoting its proposal to any member of the District's Board of Trustees, any member of the District's administrative staff, any member of an employee association affiliated with or representing any District employee or group of employees, any member of an District committee having responsibility for evaluation of Proposal responses or any consultant or professional retained or used by the District in connection with this solicitation This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Vendor. This policy is intended to create a level playing field for all Vendors and ensure the integrity of the solicitation process, any violation of this provision may result in disqualification of the Vendor's response from consideration. ☐ I comply ☐ I do not comply *(Required: Check only one)*
15	**Interlocal Cooperation Agreement** Use of the Awarded Contract by Other Local Government Entitles Under Interlocal Agreement. The District is permitted under the provisions of Texas Government Code Chapter 791 and Texas Education Code Section 44.031(a)(4) to allow other Local Government Entities ("LGE") to utilize the pricing proposed by the successful Vendor to purchase the same Goods or Services; a process sometimes referred to as "piggy-backing", to satisfy the LGE's own procurement requirements and streamline the purchasing process. The District intends, upon request of another LGE, to extend the final pricing terms offered by the Vendor to that that LGE as permitted by statute. By extending the solicited pricing to another LGE, the District is acting solely for the purpose of streamlining the procurement process for the LGE and its compliance with Texas competitive bidding requirements. The District assumes no other responsibility for the transaction, the Vendor or the purchasing compliance of the LGE. The District shall not be responsible for any costs, damages, etc. incurred by either the Vendor or the LGE relating to any purchase, failure to purchase by the other LGE or disputes between the Parties. The Vendor must deal directly with the purchasing LGE concerning the placement of orders, issuance of purchase orders, insurance certificates, contractual requirements, disputes, if any, invoicing and payment or any other terms and conditions that the purchasing LGE may require. The actual utilization of the terms of this procurement by the purchasing LGE is at the sole discretion of the purchasing LGE. ☐ Read and Agreed ☐ Read and Do Not Agree *(Required: Check only one)*
16	**Contract Agreement Terms** Vendor(s), if awarded as a result of this Request for Proposal may be required to complete and sign the El Paso Independent School District Vendor Agreement See RFP Attachment Form of Vendor Contract. At this time the EPISD only needs to know if you are in compliance with the agreement. Please state Yes or No in this section. Vendors do not need to complete the contract until an award has been made. If you DO NOT comply with this Vendor Agreement; Please state so in the Deviations section included in this RFP. ☐ Yes ☐ No *(Required: Check only one)*
17	**Evaluation Criteria** The El Paso ISD retains the right not to purchase solely on the basis of low proposal; quality and suitability to purpose will be the controlling factors and the District reserves the right to arrive at such by means deemed appropriate. Evaluation criteria contains both qualitative and quantitative measurements in the following weighted assessments. Award may be by line item, by category, by group of items, or one award for all items, whichever is most convenient to the District. Award of contract will be made to the vendor(s) providing the best value to the District. All formal Solicitations will be evaluated using the Best Value method as defined in Texas Education Code 44.031(b). ☐ Read and Understood *(Required: Check if applicable)*

18	**The District reserves the right to:** The District retains the right to reject any and all Proposal and to waive any and all formalities. In evaluating Proposals, the District is not required to select the Proposal based solely on the lowest pricing, and will consider the criteria set out in Tex. Education Code, Section 44.031(b) (1) - (8) and any other factors specifically set out in this RFP. ☐ Read and Understood *(Required: Check if applicable)*

19	**Evaluation Criteria**
	The District reserves the right to award a contract to the Vendor offering the best value, and not necessarily to the Vendor proposing the lowest price, and reserves the right to accept or reject any or all Proposals, and waive any formalities. It is not the policy of the District to purchase on the basis of lowest price proposals alone. In evaluating proposals submitted, the District will consider the criteria set out in Tex. Education Code, Section 44.031(b) including the following
	
	• Purchase price, to include all costs associated with services requested (**50 Points**)
	• The reputation of the vendor and of the vendor's goods or services (**6 Points**)
	• The quality of the vendor's goods or services (**10 Points**)
	• The extent to which the vendor's goods or services meet the District's needs (**15 Points**)
	• The vendor's past relationship with the District (**5 Points**)
	• The total long-term cost to the District to acquire the vendor's goods or services (**10 Points**)
	• The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Business (**0 Points**)
	• For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
	a) Has its principal place of business in this state or
	b) Employs at least 500 persons in this state (**0 Points**)
	• Relevant factors specifically listed in request for bids or proposal (**4 Points**)
	  ◦ Vendor agrees to district terms and contract.
	  ◦ Vendor's staff availability.

20	**Minimum Score to Be Considered for Award** Only those proposals receiving a score of 60 points or higher more of the total maximum possible score will be considered for award; however not guaranteed for award. ☐ Read and Understood *(Required: Check if applicable)*
21	**Disclosure of Interested Parties- Form 1295** Texas Government Code, Section 2252.908 requires the Disclosure of Interested Parties, by a vendor, using the form and procedure established by the Texas Ethics Commission, at the same time it submits the signed Contract, if the Contract award requires action or a vote by the Board of Trustees or the value of the Contract awarded as a result of the solicitation is at least One Million Dollars ($1,000,000.00). The form requires disclosure of any "interested party" to the Contract of which the contracting Vendor is aware, and execution by an authorized agent of the contracting Vendor acknowledging that disclosure is made under oath and under penalty of perjury. A copy of Form 1295 and further information about the process required is attached hereto as RFP Attachment Certificate of Interested Parties- Form 1295. Vendor agrees that upon Contract award and notification by the District of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and required by Section 2252.908 of the Texas Government Code. Vendor shall confirm its agreement by initialing in the following attribute. Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, and submitted along with the proposal response, but no later than ten (10) days of intent of award notification, to EPISD.

22 Acknowledgement CIP Form 1295

Vendor agrees that upon notification of award, it will timely comply with the filing requirements set forth by the Texas Ethics Commission and required by Section 2252.908 of the Texas Government Code.

*Please initial if vendor complies.

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(Required: Maximum 1000 characters allowed)

23 Exemption from CIP Form 1295

Effective January 1, 2018, the State of Texas established an exemption to file the Form 1295. This form is not required if your company is a publicly traded business entity, including a wholly owned subsidiary of the business entity. Please select which applies to your company.

Please note if your company is exempt from filing Form 1295, you must provide your ticker/stock symbol for verification on the following attribute.

☐ Company is a Publicly Traded Business Entity ☐ Company is not a Publicly Traded Business Entity

(Required: Check only one)

24 Ticker/Stock Symbol

Please provide your company ticker/stock symbol if you are claiming an exemption from filing the CIP Form 1295. If you are not claiming an exemption, indicate "Not Applicable".

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(Required: Maximum 50 characters allowed)

25 Deviations/Exceptions to Terms and Conditions and Contract

Complete and submit any Deviations/Exceptions to the General Terms and Conditions of the Contract attached to the RFP as RFP Attachment General Terms and Conditions of the Contract and the Form of Contract attached hereto as RFP Attachment Form of Vendor Contract and include an explanation for the requested change(s) with your response. Your response should be submitted on the form attached as RFP Attachment Deviations/Exceptions to Pricing Conditions, Terms and Conditions and Contracts. Copy additional sheets as necessary. By execution of its Proposal, Vendor agrees to the General Terms and Conditions of The Contract and The Form of Contract set out in RFP Attachment General Terms and Conditions of the Contract, respectively, to the extent they apply to the provision of Goods or Services (or both) in connection with this RFP.

NOTE: **FAILURE PROVIDE COMMENTS OR REQUESTED CHANGES WILL INDICATE YOUR ACCEPTANCE OF THE REQUIRED CONTRACT PROVISIONS AND NO FURTHER NEGOTIATION OF THE PROVISIONS WILL BE PERMITTED**. The final contract shall be subject to review and approval of the District's Legal Counsel.

☐ Vendor has presented Deviations (Form Attached) ☐ Vendor does not identify any deviations

(Required: Check only one)

26	**Criminal History Records Check (CHRI)** Texas Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history record information ("CHRI") on Covered Employees. Covered Employees with Disqualifying Criminal Histories are prohibited from serving at a school district. Vendor will be required to certify to the District that it has complied and will be required to obtain similar information from its employees, subcontractors of every tier and independent contractors, to the extent they are, or employ, Covered Employees. "Covered Employees" are defined as all employees of a vendor, or its subcontractors of any tier, and individuals who are independent contractors, 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 continuing duties and direct contact with students. A "Disqualifying Criminal History" includes existence of one of the following offenses in the CHRI Report, 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 to (a) or (b) under federal law or the laws of another state. A copy of the Form of Criminal Background Certification is attached hereto as RFP Attachment Form of Criminal Background Certification. Vendor shall certify its agreement that prior to commencement of performance under the awarded Contract, it will timely obtain CHRI on Covered Employees, at its sole expense, by initialing the certification in the Vendor Questionnaire attached as Vendor Questionnaire.
27	**Criminal Background Acknowledgement and Certification** Vendor agrees that prior to commencement of performance under the awarded Contract, it will timely obtain CHRI on Covered Employees, at its sole expense, and provide the certifications set out in the form of CRIMINAL BACKGROUND CERTIFICATION as set out in RFP Attachment Form of Criminal Background Certifications. Note: CRIMINAL BACKGROUND CERTIFICATION is not required to be executed as part of your Proposal – only agreement to comply is required. *If vendor agrees, please initial. ____________________ ____________________ ____________________ *(Required: Maximum 1000 characters allowed)*

28 **Fingerprinting for Contractors and Subcontractors (as of Sept 2021)**

New Rules for Fingerprinting Contractors

The criminal background check requirements for contractors and subcontractors who work at public schools were amended in June 2021. A contractor that provides services to a school district must be fingerprinted before beginning work if the contractor:

1. will have continuing duties related to the contracted services, and
2. will have the opportunity for direct contact with students.

The requirement does not apply to a contractor that performs construction, alteration, or repair of an instructional facility if the contractor uses separate sanitary facilities, installs a barrier fence, and has a policy that employees may not interact with students or enter areas used by students.

School districts lost access to the criminal history records of individuals who were previously fingerprinted by contractors. If our school district needs to review the criminal history of these individuals, we will need to fingerprint the individuals again.

Who is classified as a contractor that needs to be fingerprinted?

An individual who:

1. Is employed or offered employment by a service contractor or a subcontractor of a service contractor, is an individual independent contractor of the school entity, or is an individual subcontractor of a service contractor;
2. Has or will have continuing duties related to the contracted services
3. Has or will have direct contact with students; and
4. Is not a student of the school entity for which the services are performed.

*If this requirement does not apply, please explain and attach in the attachment section of this RFP.

☐ Requirement Applies-Contractor fingerprints needed ☐ Requirement Does Not Apply

☐ Other - please explain

(Required: Check only one)

29 **Solicitation Term**

The Term will be for one (1) year (“Initial Term”) plus four (4) additional years. Renewal Terms will be contingent upon satisfactory delivery of Goods and/or Services. Each Renewal Term shall be at the same Contract Price/Discount established for the Initial Term unless otherwise approved by EPISD. This RFP will automatically be renewed be four (4) successive 12-month periods after its initial expiration, unless written notice of termination is given by either party, ninety (90) days prior to the expiration date. All intent to terminate notifications for this agreement must be delivered to the following:

El Paso Independent School District
Procurement & School Resources
Attn: Dr. Joseph A. Villalba Jr., Executive Director
4900 Woodrow Bean
El Paso, TX 79924

30 **Annual Solicitation Extensions**

The District will no longer send letters requesting bid extensions. EPISD reserves the right to automatically extend the solicitation award at the discretion of the District. If a vendor no longer wishes to extend please send written notification 90 days prior to each annual expiration.

31 **Insurance**

Vendor represents that it is able to provide the insurance coverage set out in RFP Attachment "Insurance Limits." of this RFP, and will provide evidence of such coverage to the District at the time a contract for goods and/or services is executed.

*Please initial below if vendor complies.

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(Required: Maximum 1000 characters allowed)

32 **Cone of Silence**

"Cone of silence" shall mean a prohibition on any communication regarding any request for information (RFI), request for qualifications (RFQ), request for proposal (RFP), bid, or other competitive solicitation (as defined in the procurement methods above) between:

1. Any person who seeks an award from the District or its affiliated entities including a potential vendor or vendor's representative; and
2. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, or other District employee who has influence in the evaluation or selection process.

The cone of silence shall begin upon the development of the scope of work through the issuance of an RFI, RFP, bid, or other competitive solicitation as defined in state law and shall officially end upon execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process.

Regardless of the above time period, it shall not be acceptable for potential vendors to participate in discussions that determine the scope of work, strategic direction, technical specifications, or evaluation criteria of such projects.

The Cone of Silence shall apply to the acquisition of goods or services using the procurement methods identified in state law as well as renewal periods for contracts previously awarded by the Board of Trustees with renewal options.

Campaign contributions, gifts, donations, and any other items of value shall be prohibited between the parties defined above for any known contract under consideration during the cone of silence period.

The cone of silence shall not apply to communication with the District's Legal Services and Procurement Services staff. Such communications shall be limited to the purpose of obtaining clarification or information concerning the subject of solicitation or conducting contract negotiations.

Nothing contained in District Policy shall prohibit any potential vendor or vendor's representative from:

1. Making public representations at scheduled pre-bid conferences or scheduled selection and negotiation committee meetings;
2. Engaging in contract negotiations during any scheduled meeting;
3. Making a public presentation to the Board during any duly noticed public meeting; or
4. Conducting business on contracts previously executed and currently in force.

See District Policy CHE (LOCAL).
https://pol.tasb.org/Policy/Download/437?filename=CHE(LOCAL).pdf

☐ Vendor agrees and will comply with Cone of Silence
(Required: Check if applicable)

33	**§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** Please state the type of Firm ☐ Small ☐ Minority ☐ Woman-Owned ☐ Labor Surplus Firm ☐ Not Applicable *(Required: Check all that apply)*
34	**Financial Capacity/Stability** Provide a current financial statement for your company (or individually if you are a sole proprietor) and end-of-year financial statements for the past two (2) years. It is preferred that such statements be audited, however if audited financials are not available please submit statements prepared by a third-party preparer. ☐ Included in attachment section *(Required: Check if applicable)*
35	**Firearms Certification** Pursuant to Texas Government Code Chapter 2274, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents, warrants and covenants to the District that the Vendor: • (a) does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and • (b) will not discriminate against a firearm entity or firearm trade association during the term of this Contract. For purposes of this provision, the terms “firearm entity”, “firearm trade association” and “discriminate against a firearm entity or a firearm trade association” shall have the same meaning as set forth in Government Code Section 2274.001 et. seq. Vendor means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship. ☐ Vendor Complies with Certification ☐ Vendor cannot comply *(Required: Check only one)*
36	**Energy Company Certification** Pursuant to Texas Government Chapter 2274, if this Contract is valued at $100,000 or more <u>and</u> if the Vendor has at least ten (10) full time employees, then the Vendor represents, warrants, and covenants to the District that the Vendor, within the meaning of Texas Government Code Section 809.001, (a) does not boycott energy companies; and (b) will not boycott energy companies during the term of this Contract ☐ Vendor Complies with Certification ☐ Vendor cannot comply *(Required: Check only one)*
37	**Israel Certification** Pursuant to Texas Government Code Chapter 2271, if this Contract is valued at $100,000 or more and if the Vendor has at least ten (10) full time employees, then the Vendor represents and warrants to the District that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract. Vendor means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. Vendor does not include a sole proprietorship. ☐ Vendor Complies with Certification ☐ Vendor cannot comply *(Required: Check only one)*

38 Addition of Goods/Services

During the Term of a Contract awarded under this solicitation, additional goods/services not included in the original solicitation list and resulting awarded contract may become necessary and benefit El Paso ISD. Vendor and El Paso ISD agree that the aggregate value of added purchases during each year of the Contract (if renewed) shall not exceed 10% of the estimated total value of the Contract. The total value of the Contract must be agreed upon, and the dollar value listed in the Contract and each renewal term of the Contract (if any). For purposes of this section, the total value of the Contract includes all contracts awarded as a result of the procurement solicitation to all vendors. For the initial Term of a Contract awarded under this solicitation, Vendor and El Paso ISD agree that the total value of the Contract shall be as stated on the award. Additions of new products may be included in the awarded Contract list during the renewal of the Contract through an amendment to the Contract, and the total Contract value adjusted accordingly. For each renewal term of the Contract, the total actual value of the Contract in the preceding year and the additional new product(s) made during that Term will be the basis for determining the maximum dollar amount (not to exceed 10%) of the additional new product(s) that will be allowed during the next Contract renewal term. Material change means a modification that exceeds and/or alters the terms of the original contract between EPISD, and Vendor exceeding 10% of the contract value.

39 Price Proposal Requirement

Vendors are required to submit prices in the designated line item section of the solicitation. Vendors may provide additional documentation in the attachment section of this solicitation.

☐ Vendor understands and complies ☐ Vendor cannot comply

(Required: Check only one)

40 Solicitation Acceptance

Have you read, understood, and accept the General Terms and Conditions, Request for Proposal Vendor Requirements, and Specifications contained herein, and do you further agree to abide and accept said General Terms and Conditions, Request for Proposal Vendor Requirements and Specifications? If you do not agree please state Deviations in the Deviations section of this RFP.

☐ Read and Accept ☐ Read and Do Not Agree

(Required: Check only one)

Bid Lines

1 TECHNOLOGY TEMPORARY STAFF

Billable Hourly Rate per Staff Member

Quantity: 1 UOM: EA Price: $ ______ Total: $ ______

Supplier Notes: ______________________

☐ No bid

☐ Additional notes *(Attach separate sheet)*

Item Attributes

1. Indicate employee hourly rate

$ ______

(Required: Numbers only)

2. Indicate pricing methodology to arrive at billable rate

______ %

(Required)

3. Indicate justification for pricing methodology to arrive at billable rate.

____

(Required: Maximum 4000 characters allowed)

4. Please verify ability to meet the following needs (Check only those that apply):

- ☐ Prepare of distribution/redistribution
- ☐ Surplus of devices
- ☐ Senior device collection
- ☐ Sorting and cleaning of devices
- ☐ Configuration/enrollment of devices
- ☐ TEAMS assignments
- ☐ Campus-wide device collections
- ☐ Repair process assistance
- ☐ Provide more than 20 staff members at one time.

(Required: Check all that apply)

5. Indicate the number of days for staffing to take place from moment of notification to vendor.

☐

(Required: Numbers only)

Supplier Information

Company Name: ____________________

Contact Name: ____________________

Address: ____________________

____

____

____

Phone: ____________________

Fax: ____________________

Email: ____________________

Supplier Notes

____

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name ____________________ *Signature* ____________________