



24-045

Facility Management Software System

Issue Date: 5/24/2024

Questions Deadline: 6/5/2024 12:00 PM (MT)

Response Deadline: 6/26/2024 02:00 PM (MT)

Contact Information

Contact: Mrs. Corina Heredia Buyer
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Email: bids@episd.org

Event Information

Number: 24-045
Title: Facility Management Software System
Type: Request for Proposal
Issue Date: 5/24/2024
Question Deadline: 6/5/2024 12:00 PM (MT)
Response Deadline: 6/26/2024 02:00 PM (MT)
Notes: The El Paso Independent School District (EPISD) is requesting proposals from qualified firms and/or individuals to provide a software system to schedule facility preventative maintenance and manage facility rental.

Ship To Information

Contact: EPISD Procurement & School Resources
Address: 4900 Woodrow Bean Dr.
El Paso, TX 79924
Phone: (915) 230-3100
Email: bids@episd.org

Billing Information

Contact: Accounts Payable
Address: PO Box 20100
El Paso, TX 79998
Phone: (915) 230-2136
Email: accountspayable@episd.org

Bid Activities

Non-Mandatory Pre-Proposal Meeting

6/3/2024 10:00:00 AM (MT)

Non-Mandatory Pre-Proposal Meeting will be held on Monday, June 3, 2024 at 10:00am MT

Microsoft Teams link information:

https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F_%23%2F%2Fmeetup-join%2F19%3Ameeting_OTgyZDNmYzEtODI0Yi00MTFiLTlmMzAtNDI1MTIIZWVjNGQ4%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%25224f6ba234-52ba-4d92-9aef-9d5524562684%2522%252c%2522Oid%2522%253a%25224ac37583-4b8e-456f-a249-b1b65771e88c%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=4b05e5cb-7676-475b-98d0-71e0103dffbe&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true

Meeting ID: 213 921 056 218

Passcode: to26BN

Bid Attachments

EDGAR_Certifications.pdf

[View Online](#)

(EDGAR CERTIFICATIONS) Complete and submit this form in the corresponding Response Attachments area.

Required_Forms (1).pdf

[View Online](#)

(REQUIRED FORMS) Complete and submit all included forms in the corresponding Response Attachments area.

CIP_Form_1295.pdf

[View Online](#)

(CIP FORM 1295) Complete and submit this form in the corresponding Response Attachments area.

(SAMPLE)_Vendor_Agreement_-_Goods_and_Services.pdf

[View Online](#)

(REVIEW) Please review contract sample and state any Deviations on the appropriate form. You are not required to fill out this agreement at this time. (See Bid Attributes)

General_Terms_and_Conditions.pdf

[View Online](#)

(REVIEW) Please review RFP General Terms and Conditions

RFP_Goods_and_Services_Requirements.pdf

[View Online](#)

(REVIEW) Please review RFP Goods and Services Requirements

Deviations_Form.pdf

[View Online](#)

(DEVIATIONS) Complete and submit this form in the corresponding Response Attachments area only if you are identifying deviations to the sample vendor agreement or any of the general terms and conditions. (See Bid Attributes)

Vendor_Information.pdf

[View Online](#)

(VENDOR INFORMATION) Complete and submit this form in the corresponding Response Attachments area.

2018_w9_Form (1).pdf

[View Online](#)

(IRS W-9 FORM) Please complete W9

Requested Attachments

Required Forms

(Attachment required)

Upload only the completed "Required Forms" documents here. Notarize forms where applicable.

EDGAR Certification

(Attachment required)

Upload only the completed "EDGAR Certification" documents here.

CIP Form 1295

Upload only the completed "CIP Form 1295" documents here. All sections of the form must be completed and signed.

Deviations

(If Applicable) Upload only the completed "Deviations Form" document here.

Vendor Information

(Attachment required)

Upload only the completed "Vendor Information" documents here.

IRS W-9 Form

(Attachment required)

Upload the completed IRS W-9 form here.

Certificate of Insurance

Please attach a copy of your certificate of insurance with the limits identified within the bid documentation.

Scope of Services (Bid Attribute #3)

(Attachment required)

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Scope for Services

System Features and Functionalities (Bid Attribute #4)

(Attachment required)

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: System Features and Functionalities

Additional Information (Bid Attribute #10)

(Attachment required)

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: System Features and Functionalities

Added Services Offered (Bid Attribute #12)

(Attachment required)

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Added Services Offered

Bid Attributes

1	Introduction The El Paso Independent School District (EPISD) is an accredited K-12 school system serving El Paso, Texas. EPISD as one of the largest school Districts in Texas and the largest school district in El Paso County. 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: • EPISD District Snapshot • Texas Education Agency (TEA) 2020-21 Texas Academic Performance Reports
2	Scope of Work The El Paso Independent School District (EPISD) is requesting proposals from qualified firms and/or individuals to provide preventative maintenance scheduling, and facility rental management system to track and manage all assets, service requests, work orders, inspection reports, preventative maintenance, inventory and facility use through a centralized database of information that is user-friendly and accessible from both desktop and mobile devices.

3 Scope of Services

The preventative maintenance scheduling of assets, work orders and facility rental management system will enable EPISD to track assets, service requests, work orders, inspection reports, preventative maintenance, inventory, and facility use through a centralized database of information that is user-friendly and accessible from both desktop and mobile devices. It must provide tools for capital planning, budgeting, and projections of future expenditure. The software should also provide robust reporting and analytics capabilities, including the ability to generate reports on asset conditions, maintenance activities, and budget information. Lastly, the software should be scalable and allow integrations with existing systems such as the financial management software, Frontline.

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Scope for Services

- Ability to view all work order requests and preventive maintenance on a calendar.
- Ability to view all rental reservations on a calendar.
- Ability to create custom user types and permissions.
- Ability to configure the general view to each user type.
- Ability to notify staff, requestors, and rentees inside the system and via email.
- Ability to create an approval process to include outside department entities or other departments.
- Offers email distribution of reports, approval requests, etc. from within the system.
- Supports simultaneous multi-user access with role-based security.
- Offers mobile access with capabilities similar to the desktop version.
- Provides an audit trail of record changes that includes the user, date and time.
- Ability to attach unlimited documents, photos or videos to requests.
- Accessible through a variety of web browsers such as Chrome, Safari, Edge, and Firefox.
- Ability to mass update fields across like records.
- Ability to mass export and import data in various formats, including CSV.

4 System Features and Functionalities

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: System Features and Functionalities

Proposer shall provide, in detail, the overall scope, key features, function, benefits and capabilities of the Work Order Management & Scheduling and Event System and how the proposed software performs. Include how many concurrent users are supported.

Provide a proposed method of satisfying the requirements of the Scope of Work as specified herein on a line-by-line basis for the applicable items listed below. Include available system customization options.

Describe in detail any other available system modules whose features and functionalities were not specifically mentioned in Scope of Work, but that may enhance and add value to the Districts overall system experience.

Describe remote access capabilities and supported technology. Include a list of mobile platforms and devices supported. Indicate if system is browser-based or web enabled and if this applies to the entire application or only specific areas of functionality.

Describe safety and security measures taken by your firm. Include:

- Precautions taken to prevent malware, viruses and other harmful effects
- Data backup frequency and process
- Policies and procedures regarding private data collected and procedures in the event of a data leak
- Disaster recovery plans

Identify how and where attachments are stored.

Describe the capability to attach documents to your system.

Identify any storage limitations to the amount of data housed and any restrictions relating to how long data may be stored.

Detail the scheduling process from request entry to close out, including when time and resources are assigned.

Describe how customizations may impact system upgrades.

Describe in detail reporting capabilities. Include sample reports and customization capabilities. Identify available formats for exporting data and reports.

Provide a statement of warranty and/or performance guarantee.

Describe the process should a District elect to discontinue services. Include the process and format of transferring District owned data.

Include a demo weblink to a product demonstration site (not a marketing ad).

5 Work Orders and Asset Management

- Ability to support multi-user work order requests that include unlimited items.
- Offers automatic assignment of unique work order numbers to requests.
- Ability to copy/duplicate/merge work orders to support reoccurring needs.
- Ability for requestor to view requests, status and resolutions.
- Ability to escalate workflow approval process for emergency and priority requests.

- Offers a priority matrix for work order escalation.
- Allows work orders to be created with or without assets tied to them.
- Ability to link several assets to a single work order.
- Ability to notify assignee of breach of Service Level Agreement via notification in system.
- Allows for user definable work order categories such as reactive, maintenance, chargeable, etc.
- Identifies parts and equipment required to complete the work order, reserves the same in the inventory system, updates inventory, and assigns corresponding job costs.
- Ability to assign and manage work orders to individuals, crews or outside contractors.
- Offers schedule balancing by crew, person or geographical location
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- Allows for user definable work order categories such as reactive, maintenance, chargeable, etc.

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- Ability to assign and manage work orders to individuals, crews or outside contractors.
- Offers schedule balancing by crew, person or geographical location.
- Provides automatic notification of new work orders to sender and assigned user(s).
- Allows an unlimited number of work orders open at one time.
- Provides estimated and actual labor, equipment hours, tools, materials, outside resources and costs associated with the work order.
- Ability to generate a daily work list for staff based on work orders, assigned tasks and estimated time to complete them.
- Allows personnel to select and review work orders using multiple selections and sorting criteria.
- Ability to map and display the location and status of selected work orders.
- Identifies delinquent work orders.
- Field ability to access file attachments.
- Ability to assign a unique asset number with scannable QR code to each asset.
- Provides location management of asset.
- Ability to transfer an asset and all related records and history to another person, location or facility.
- Ability to provide condition assessment ratings and create a corresponding report.
- Ability to capture asset history that includes:
 - ◊ Images
 - ◊ Warranty information
 - ◊ Serial number
 - ◊ Asset tag number
 - ◊ Model
 - ◊ Installation dates and location
 - ◊ Maintenance and repairs
 - ◊ Retirement and disposition
 - ◊ Support phone number and contact information
- Ability to search, select and display assets, asset condition, work history and pending work information.
- Ability to forecast depreciation of assets to determine continual investment.
- Ability to see a building as an asset for forecasting depreciation of building to determine continual investment in the building.
- Ability to warehouse inventory on vehicles and keep inventory up-to-date as inventory is consumed.

6 Preventative Maintenance (PM)

- Supports PM management and asset management for vertical assets (building and its components) and lineal assets (systems comprising the whole main system).
- Provides automatic notification to drivers when vehicle PM is due or maintenance technicians when equipment PM work is due.
- Ability to trigger automatic creation of PM work orders based on calendar time or equipment run time.
- Ability to schedule seasonal or cycle PMs (i.e. “between June and September”).
- Ability to group assets by location to create and schedule PM.
- Ability to schedule closures and shutdowns by date and time.
- Ability to access procedure checklists, equipment manuals, maintenance and repair history, photos and other related resources or attachments.

7 Scheduling and Event Management

- Ability to submit reservation requests for spaces and rooms.
- Ability for both internal (staff) and external (community) requests to be accepted.
- Ability to search for spaces that match criteria (capacity, resources, availability, etc.)
- Ability for scheduling system to prevent double books of the same room at the same time.
- Ability to integrate with other related software, including Frontline.
- Ability to alert requestees or staff to accepted requests or relevant updates.
- Ability to configure requests for to include required fields and relevant details.
- Ability to attach additional information, such as PDFs, JPEGs, video files, and more.
- Ability to send invoices/quotes to rentees with associated fees due.
- Ability to collect online payments from invoices.
- Ability to auto-generate reports to measure any financial metrics and facility usage.
- Ability to view locations online for public viewing or rental.
- Ability to update images or prices periodically and easily.

8 Reporting

- Ability to filter and modify standard system reports.
- Ability to create location-based reports based on geographical region or user defined areas and subjects.
- Allows users to schedule reports to run automatically on a defined schedule for a defined distribution list.
- Ability to restrict queries and reports based on user level security flows.
- Ability to preview all reports before printing.
- Ability to export data to standard formats (.csv, Excel, pdf).
- Ability to customize reporting.
- Ability to show reporting via a dashboard for analytics.
- Ability to have drill-downs within the reports produced.
- Offer out-of-the-box reports.
- Ability to use market value (built into reporting) for depreciation of assets.
- Ability to report on utility management.
- Ability to integrate into other systems such as energy management, ERP, etc.
- Ability to forecast expenditures in consumables for the next upcoming years with a breakdown by year and by month.
- Ability to forecast salaries for the next upcoming years with a breakdown by year and by month.
- Ability to forecast lifecycles for assets in terms of replacement.
- Ability to report on contract expiration and forecast contract expenditures.
- Ability to report stagnant inventory.

9 Implementation, Training and Ongoing Support (Scope of Work)

- Provides bilingual electronic training materials and manuals for new users (Spanish and English).
- Offers onsite bilingual training and support (Spanish and English).
- Offers technical website support.
- Provides updates and software patches as they become available and support for applying the same.

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Additional Information

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Additional Information

Provide information that documents successful and reliable experience in past performances, especially those performance related to the requirements of this RFP. Describe your firm's target industry focus, what sets your firm apart from the competition and makes your firm an industry expert.

Provide your firms total employee count for the following positions:

Provide detailed information regarding the key personnel that will be selected to manage and oversee any resultant contract. Provide resumes and/or biographical statements that include experience, education, certifications and honors or awards given for the following key personnel (if applicable)

Provide job descriptions and minimum qualifications for positions that may be assigned to accounts such as:

- Sales Roles
- Account Managers
- Customer Success
- Staff Implementation Staff

Describe your firm's employee training program and/or approach to staff continuing education.

Detail your firm's customer support program. Include representative availability and contact options.

Provide any available information documenting metrics your firm routinely uses such as system down time, customer support response time, customer contact frequency, customer satisfaction, and any other customer value/savings measurement.

Include complete Financial Disclosure Questionnaire.

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Implementation, Training and Ongoing Support Customer Support

Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Implementation, Training and Ongoing Support Customer Support

Provide a sample roll out timeline with planning considerations. Detail the role of each person involved.

Discuss interface and data conversion requirements particularly the information needed from the District.

Provide a sample outline of the initial training program.

Describe ongoing training options and resources.

Detail your firm's customer support program. Include representative availability and contact options.

Identify all services included in the annual maintenance.

1 2	Added Services Offered Attach a separate document with your responses. Ensure that you label each section with the Name of the area you are responding to: For example: Added Services Offered Identify other value-added services your firm will offers, such as additional modules available and related business process analysis. Does your firm have a national customer base available to the District to see the proposed software in real world application? If yes, please describe.
1 3	Name of Company Contact Please list the name of the contact person that EPISD may call regarding this bid. The contact person 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. <i>(Required: Maximum 1000 characters allowed)</i>
1 4	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. <i>(Required: Maximum 1000 characters allowed)</i>
1 5	Service Contract Point of Contact (if applicable) Please provide the Point of Contact information for the company representative authorized to sign Service Contract Agreements. <i>(Optional: Maximum 50 characters allowed)</i>
1 6	Principal Place of Business Please indicate Proposer's Principal Place of Business (State) <i>(Required: Maximum 1000 characters allowed)</i>

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7**Electronic Submittal**

As permitted by law, Section 44.0313 of the 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 solicitation. The instructions for electronic filing can be accessed [HERE](#). If you need assistance with registering or accessing the information you may contact the Procurement Services Department at (915) 230-3100 for assistance.

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.

☐ Read and Understood

(Required: Check if applicable)

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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; 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 solicitation from the District's Purchasing Office, located at 4900 Woodrow Bean Dr., El Paso, Texas 79924, between the hours of 9:00 a.m. and 4:00 p.m. Please contact Procurement & School Resources 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.

Hard copy responses must be submitted prior to the stated submission deadline. Responses shall be mailed or hand delivered to the District's Procurement & School Resources department, located at 4900 Woodrow Bean Dr., El Paso, Texas 79924, in a sealed envelope or package clearly marked with the Vendor's name, return address, the solicitation name and number, and the opening date and time. Hard copy responses may be modified, provided such modifications are sealed and received at the District's Procurement & School Resources prior to the stated solicitation submission deadline.

Any proposal or modification received after the solicitation submission deadline shall not be accepted or considered.

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9**EDGAR Certification Form**

For all purchases made using federal funds, the District is required to comply with the federal regulations related to the purchasing of goods and services [2 CFR 200.317-200.326] effective 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 solicitation 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 all Vendors must complete and execute the EDGAR Certification Form attached hereto as Attachment "EDGAR Certifications" 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

☐ Please Select ☐ EDGAR certification form is attached ☐ Cannot Comply

(Required: Check only one)

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References

Provide information regarding 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 solicitation or with whom you have worked on projects of similar size and scope to the one for which services are requested in this solicitation. 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.

(Required: Maximum 4000 characters allowed)

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Note about references

References may be contacted. Please ensure that reference point of contact is responsive. Points will be deducted for non-responsive references.

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Questions and Requests for Clarification

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 via the District's E-Bid system. Verbal questions and explanations are not permitted. Interpretations, clarifications, and answers to questions shall be made only by written response issued to all Vendors via E-Bid message, or by other form of delivery if prior arrangements are made.

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Restriction on Communication

Vendors and their respective employees, agents, subcontractors, and representatives shall restrict their contact with the District and direct all questions regarding this solicitation, including questions regarding the proposed contract, to the procurement & school services department. Vendors and their respective 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 a District committee having responsibility for evaluation of 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 solicitation and/or proposal submitted by the 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.

☐ Please Select ☐ I comply ☐ I do not comply

(Required: Check only one)

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4**Interlocal Cooperation 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 ("LGEs") 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 related 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.

☐ Please Select ☐ Read and Agreed ☐ Read and Do Not Agree

(Required: Check only one)

2
5**Contract Agreement Terms**

Vendor(s), if awarded as a result of this solicitation, may be required to complete and sign the El Paso Independent School District Vendor Agreement (if applicable). At this time, the EPISD only needs to know that you are agree with the terms provided in the agreement provided in the "Attachments" tab. Vendors do not need to complete the contract until an award has been made. If you **do not** comply with the District's Vendor Agreement; please state so in the Deviations section included in this solicitation.

☐ Please Select ☐ I comply ☐ I do not comply

(Required: Check only one)

2
6**Rejection of Responses/Waiving of Formalities**

The District retains the right to reject any and all responses and to waive any and all formalities. In evaluating responses, the District is not required to select the response based solely on the lowest pricing, and will consider the criteria set out in Tex. Education Code, Section 44.031(b) and any other factors specifically set out in this solicitation.

☐ Read and Understood

(Required: Check if applicable)

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7**Evaluation Criteria**

The District reserves the right to award a 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 Texas Education Code, Section 44.031(b) including the following:

- **(35 Points)** Purchase price, to include all costs associated with obtaining the goods/services requested
- **(09 Points)** The reputation of the vendor and of the vendor's goods or services (References)
- **(25 Points)** The quality of the vendor's goods or services
- **(25 Points)** The extent to which the vendor's goods or services meet the District's needs
- **(00 Points)** The vendor's past relationship with the District (Full points given, deducted for documented poor performance)
- **(00 Points)** The total long-term cost to the District to acquire the vendor's goods or services
- **(00 Points)** The impact on the ability of the District to comply with laws and rules relating to Historically Underutilized Business
- **(00 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 has its principal place of business in this state or employs at least 500 persons in this state
- **(06 Points)** Relevant factors specifically listed in request for bids or proposal

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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. A copy of Form 1295 and further information about the process required is attached hereto as an attachment in the District's Required Forms. 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.

The Certificate of Interested Parties (Form 1295) must be filled out electronically through the Texas Ethics Commission's online filing application, printed out, signed, and submitted within ten (10) days of award notification to EPISD.

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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, and provide your ticker/stock symbol for verification in the next attribute.

☐ Please Select ☐ Company is a Publicly Traded Business Entity

☐ Company is not a Publicly Traded Business Entity

(Required: Check only one)

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Form 1295 Exemption - Ticker/Stock Symbol

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement. A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code;* or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

The newly exempt contract types are marked with an asterisk.

If claiming exemption from filing Form 1295 because the business entity is a publicly traded business entity, please provide your company ticker/stock symbol.

(Required: Maximum 50 characters allowed)

3
1 **Deviations/Exceptions to Contract Terms and Conditions**

Complete and submit any deviations/exceptions to the general terms and conditions of the contract attached to the solicitation in the "Attachments" tab and include an explanation for the requested change(s) with your response. Your response should be submitted on the form attached as Attachment Deviations/Exceptions to Pricing Conditions, Terms and Conditions and Contracts. Attach 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 the "Attachments" tab as 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 solicitation.

NOTE: Failure to provide comments or requested changes will indicate your acceptance of the required contract provisions and no further negotiations of the provisions will be permitted. The final contract shall be subject to review and approval by the District's Legal Counsel.

(Required: Maximum 4000 characters allowed)

3
2 **Criminal History Record Information (CHRI)**

Texas Education Code Chapter 22 requires entities that contract with school districts to obtain 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 in the "Attachments" tab. 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.

3
3 **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 Criminal Background Certification form included in the "Attachments" tab. For information about the District's CHRI process, please visit <https://www.episd.org/Page/12751>.

Please 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)

3
4

Fingerprinting for Contractors and Subcontractors (as of Sept 2021)

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 solicitation.

☐ Please Select ☐ Requirement Applies-Contractor fingerprints needed

☐ Requirement Does Not Apply ☐ Other - please explain

(Required: Check only one)

3
5

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. All intent to terminate notifications for this agreement must be delivered via certified mail to 4900 Woodrow Bean Dr., El Paso TX 79924, Attn: Procurement & School Resources.

3
6

Insurance

Vendor represents that it is able to provide the insurance coverage set out in the attachment "Insurance Limits" of this solicitation, 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.

(Required: Maximum 1000 characters allowed)

3
7

Cone of Silence

"Cone of Silence" shall mean a prohibition on any communication regarding any request for information (RFI), request for qualification (RFQ), request for proposal (RFP), bid, or other competitive solicitation 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.

You may view District Policy CHE (LOCAL) by clicking [HERE](#).

☐ Vendor agrees and will comply with Cone of Silence

(Required: Check if applicable)

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8

Solicitation Acceptance

Please indicate that you have read, understand, agree to, and accept the general terms and conditions, vendor requirements, and specifications contained herein. If you do not agree please provide any deviations in the deviations section of this solicitation.

☐ Please Select ☐ Read: understand, agree to, and accept

☐ Read: do not agree, deviations provided

(Required: Check only one)

3
9**Code of Federal Regulations (CFR) § 200.321**

Federal regulations state that, "The non-Federal entity must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible."

Please select the type of Firm

- ☐ Small
- ☐ Minority
- ☐ Woman's Business Enterprise
- ☐ Labor Surplus Firm
- ☐ None of the Above

(Required: Check all that apply)

4
0**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.

- ☐ Attached in "Response Attachments" Tab
- ☐ Not Attached

(Required: Check all that apply)

4
1**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:

1. does not have any practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. 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.

- ☐ Please Select ☐ Vendor Complies with Certification ☐ Vendor cannot comply

(Required: Check only one)

4
2**Energy Company Certification**

Pursuant to Texas Government 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, within the meaning of Texas Government Code Section 809.001:

1. does not boycott energy companies; and
2. will not boycott energy companies during the term of this Contract

- ☐ Please Select ☐ Vendor Complies with Certification ☐ Vendor Does Not Comply with Certification

(Required: Check only one)

4
3**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.

☐ Please Select ☐ Vendor Complies with Certification ☐ Vendor Does Not Comply with Certification

(Required: Check only one)

4
4**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.

4
5**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.

Please Note: Pricing must be provided by Vendor in accordance with the terms (unit of measure, quantity, etc.) provided in the solicitation. Failure to do so on the part of the Vendor may be reason for the District to deem the response non-responsive and eliminate the Vendor's response from consideration.

☐ Please Select ☐ Vendor Understands and Has Complied ☐ Vendor Cannot Comply

(Required: Check only one)

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Bid Protest Procedures

The protest shall be submitted in writing during the bid process, when the aggrieved vendor knows or should have known of the factors giving rise to a protest, or within 5 business days after bid due date.

A written formal protest must contain a minimum of the following:

- The bid number and title of bid.
- A specific identification of the statutory or regulatory provision(s) that the purchasing staff member or department is alleged to have violated.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- A statement of the relevant facts that include timelines and involved parties.
- An identification of the issue or issues that need to be resolved that support the protest.
- Protest should be emailed to the Buyer/Assistant Director responsible for the bid, with subject line stating: Dispute/Protest and Bid/CSP/RFP name and number.

The Executive Director of Procurement and School Resources Department shall:

- Contact the involved department and inform them of the vendor protest.
- Gather information and prepare documentation for the Chief Financial Officer, outlining the solicitation, evaluation and award of the bid/proposal.
- Inform the involved department on the progress and/or outcome of the vendor protest.

If the protest is not resolved by mutual agreement, the Procurement and School Resources Department shall promptly issue a decision in writing. The decision shall consist of the following:

- The reasons for the action taken will be determined and sent to the aggrieved vendor.
- A copy of the decision shall be immediately forwarded to the vendor and any other party intervening.
- All decisions will be based on "best value" for the District.
- A decision shall be final and conclusive.
- All vendor protest documentation shall be filed with Procurement and School Resources in the respective bid file.

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If this is a percentage discount catalog solicitation

This proposal is being issued in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200 requirements to procure vendors who provide goods and/or services purchased by EPISD potentially using federal dollars; all vendors are encouraged to participate. Resulting agreements may be used by local, state, federal, and grant-funded programs. EPISD is seeking percentage discount from vendors. Each department or campus will have the flexibility to select the vendor from the pool of awarded vendors that will best meet their needs. From this pool of vendors, EPISD may require departments and campuses to obtain three (3) quotes for each project.

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8

Price Adjustments

Adjustments may not exceed 25% of the total price awarded throughout the duration of the contract. Requests from vendor for Economic Adjustments must be submitted on company letterhead no less than 30 (thirty) days prior to request for adjustment to take effect, original signature in blue ink, reason for request and include letter from manufacturer indicating the adjustment. Adjustments will be verified by an appropriate Producer Price Index (PPI) and/or Consumer Price Index (CPI) published by the U.S. Department of Labor, Bureau of Labor Statistics, and adjustments will be calculated based on the latest six (6) months of data available in the month preceding the effective date of the price adjustments. Adjustments are subject to District approval.

☐ Vendor Acknowledges and Will Comply
(Optional: Check if applicable)

Bid Lines

1

Package Header

1.1 Identify whether your pricing structure is subscription-based or a perpetual license. Clarify whether the prices submitted include future product developments and upgrades or updates only.

1.2 Provide all potential costs to implement and support a site-based and/or web-based and hosted solution including, but not limited to, the following:

Total: \$

Package Items

1.1 Site Based

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.2 Web-Based

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.3 Hosting Fees

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.4 Software Licensing

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.5 Annual Maintenance and Upgrades

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.6 Lapsed License Fee

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

Supplier Notes: _____

☐ No bid
☐ Additional notes
(Attach separate sheet)

1.7 Any applicable third-party product licensingQuantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.8 Implementation and installation fees including (if applicable)**Quantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.9 Data conversation**Quantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.10 Content loading**Quantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.11 Integration with other software**Quantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)**1.12 Initial and ongoing training**Quantity: 1 UOM: EA Price: Total: Supplier Notes: _____
_____☐ No bid
☐ Additional notes
(Attach separate sheet)

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 _____