

**IRVING INDEPENDENT SCHOOL DISTRICT**

PURCHASING DEPARTMENT

2621 West Airport Freeway  
PHONE: (972) 215-5440

IRVING, TX 75062  
FAX: (972) 215-5442

This is NOT AN ORDER. It is an invitation to bid or propose.

**REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR COMPUTER REPAIR STATIONS**

Please RESPOND on the following not later than 2:00 PM March 26, 2009"

SUBMIT ONE ORIGINAL AND ONE COPY OF BID.

All correspondence regarding this process should be directed to the Director of Purchasing or other purchasing staff.

Mark sealed envelope "CSP # 09-21 Computer Repair Stations" This proposal will open at 2:00 PM March 26, 2009 and deliver to the Purchasing Office address at the top of this form or mail to:

MAIL TO:  
Rick Powell, Director of Purchasing  
Irving ISD  
P.O. Box 152637  
Irving, TX 75015-2637

OR DELIVER TO: 2621 West Airport Freeway, Irving, TX 75062

Any submissions of information or documents to Irving ISD (District) pursuant to this bid or proposal is deemed public information by the District unless the Director of Purchasing of the District is otherwise noticed in writing and responds to vendor in writing receiving said notice.

All proposals must be valid for a minimum of 90 days unless vendor specifies a shorter time frame. Pricing validity periods shorter than 90 days may result in disqualification of vendor's proposal. Vendor may extend pricing period by agreement with District for longer than original proposal terms.

In determining the award of contracts, the District shall consider factors in accordance with Section 44 Texas Education Code.

The right is reserved to accept or reject each item separately or as a whole.

**IRVING INDEPENDENT SCHOOL DISTRICT**

By: 

Richard Powell, Director of Purchasing  
[rpowell@irvingisd.net](mailto:rpowell@irvingisd.net)

You are representing to Irving ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle one) YES OR NO BID

Company Name: \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Email \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder certifies that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

The expiration date of the contract may also be extended for a period agreed to by both parties, not to exceed six months. All contracts, agreements or any other business affairs with the Irving Independent School District, Irving Texas shall be construed according to the laws of the State of Texas and have venue in a court of competent jurisdiction in Dallas County, Texas

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**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential Competitor;
  - c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
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**Texas Education Code Section 44.034.**  
**Notification of Criminal History of Contractor**

a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Vendor response (initial): negative \_\_\_\_\_ or see attached information \_\_\_\_\_

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

c) **This section does not apply to a publicly held corporation.** Initial if (c) applies \_\_\_\_\_

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**If awarded under this document, vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws and regulations related to the performance of services or supply of goods to Irving ISD.    yes \_\_\_\_\_ no \_\_\_\_\_**

Vendor's employees or agents working on Irving ISD campuses while students are present are required to be in compliance with Texas Education Code sec. 22.0834 and any other relevant statutes.

**Signature below certifies accuracy of answers to all sections on this page.**

Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_ Date \_\_\_\_\_

**PAYMENT TERMS**

Irving ISD pays net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251.

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**VISITOR REGISTRY SYSTEM**

Pursuant to Section 38.022 of the Texas Education code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender will be denied access into the school. Local law enforcement will be contacted should this occur.

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Irving ISD encourages vendors to check yes to the EPCNT clause because other schools can buy with our bid under the same terms. This streamlines the public purchasing process and cuts costs to the public. It also keeps vendors from having to answer multiple bids for many school districts for the same product(s) or services, thereby saving the vendors resources. Do not check yes if doing so would be detrimental to Irving ISD pricing, terms or conditions in your response.

**EPCNT**

Approximately 53 school districts in the area have formed, through an inter-local agreement, the Educational Purchasing Cooperative of North Texas (EPCNT). You may learn about EPCNT at <http://www.epcnt.com/>. Should any of these entities decide to participate in this bid, would you (the vendor) agree to extend your offer to all member school districts? Terms and conditions and pricing must be the same as for Irving ISD.

\_\_\_\_\_ NO, \_\_\_\_\_ YES

If vendor checks yes, the following will apply:

Terms and conditions and pricing will be the same as Irving ISD. Members and participants of the EPCNT will be eligible, but not obligated, to purchase materials/services under the contract awarded as a result of this solicitation. All purchases by members and participants other than the Irving ISD will be billed directly to that entity and paid by that entity. Irving ISD will not be responsible for another entity's debts. Each governmental entity will order its own materials/services as needed.

**Signature below certifies authorizes EPCNT participation for this offer by the responding vendor.**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

**Irving ISD reserves the right to select or reject the installation option without affecting the award of the contract for the goods listed.**

**Proposal will be evaluated based on the following criteria: The district has considered the following factors required by Texas Education Code sec. 44 and has determined the following weights will be placed on each as follows:**

Proposals are evaluated on a scale of 1 to 10.

1. 30% - The purchase price;
2. 10% - The reputation of the vendor and of the vendor's goods or services; (must provide references for district to evaluate, preferably K- 12 schools in DFW area)
3. 20% - The quality of the vendor's goods or services; (Subject opinion of district staff)
4. 30% - The extent to which the goods or services meet the district's needs;
5. 10% - The vendor's past relationship with the district; (products in place or other experience district has had with vendor)
6. 0% - The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; (not relevant to this proposal, all vendors are deemed equal in determining best value to the district)
7. 0% - The total long-term cost to the district to acquire the vendor's goods or services. (not relevant to this procurement because there is no ongoing costs or maintenance)

## Request for Competitive Sealed Proposals # 09-21 Computer Repair Stations

The Irving ISD is seeking Competitive Sealed Proposals for the following specifications.

**The district seeks to purchase IAC brand Dimension 4 Workbenches or equal.** The list of parts is shown below. The work benches are for computer repair for students in our district. Installation must be included (priced separately) and all freight, delivery or other charges must be included in your price. We are a tax exempt organization. Installation will be at Academy High School, Irving ISD, 4601 N. MacArthur, Irving, TX 75038. Scheduled delivery and installation will be coordinated with District staff to meet the needs of the district, but will be not before June 8, 2009. It is possible that delivery may be allowed to a staging area at the campus prior to the scheduled installation date. All pricing must remain valid for a minimum of 120 days. Quantities are estimates and are considered to be the minimum order required by Irving ISD. These specifications are descriptive of the kind of stations and vendors are welcome to offer other brands/models if they are equal or better in functionality and quality. If you propose a different brand or model, please attach a separate sheet to describe and delineate your offering in a similar manner as the table below.

### COMPONENTS

Description	Color	Part #	Qty	Unit price	Extended Price
Dimension 4 Workbenches Double Sided STR 36DX72LX84H STD or equal	Sky Blue LoGlare White (may offer substitute)	2002085	6		
Dimension 4 Workbenches Double Sided ADR 36DX72LX84H STD or equal	Sky Blue LoGlare White (may offer substitute)	2002885	6		
Dimension 4 Workbenches SHELF 12DX72L STD or equal	Sky Blue LoGlare White (may offer substitute)	2011932	12		
Dimension 4 Workbenches PARTS CUP STRINGER 72L STD or equal	Sky Blue LoGlare White (may offer substitute)	2012173	12		
Dimension 4 Workbenches ELEC CHANNEL ASSY 72L 20AMP or equal	Sky Blue LoGlare White (may offer substitute)	2012224	12		
Dimension 4 Workbenches LIGHT ASSY 72L 8'CORD STD PRISMATIC or equal	Sky Blue LoGlare White (may offer substitute)	2012303	12		
Dimension 4 Workbenches SIDE MT WKSF KEYBOARD HOLDER or equal	Sky Blue LoGlare White (may offer substitute)	2012635	24		
Dimension 4 Workbenches SLIDE OUT UNIVERSAL CPU HOLDER or equal	Sky Blue LoGlare White (may offer substitute)	2012639	24		
Dimension 4 Workbenches TOOL HOLDER or equal	Sky Blue LoGlare White (may offer substitute)	2012646	24		
Dimension 4 Workbenches FLAT PANEL DISPLAY SWING ARM ASSY or equal	Sky Blue LoGlare White (may offer substitute)	2012632	24		

### INSTALLATION

Cost of assembly and installation and removal of all trash related to the install. \$ \_\_\_\_\_

**COMBINED TOTAL COST FOR ALL COMPONENTS, INSTALL, DELIVERY AND REMOVING ASSOCIATED PACKAGING.** \$ \_\_\_\_\_

What date does this proposal pricing and terms expire? \_\_\_\_\_

**Irving Independent School District Purchasing Department  
2621 West Airport Freeway - Irving, Texas 75062 972-215-5440**

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

**Vendor Name:** \_\_\_\_\_

**Vendor Address:** \_\_\_\_\_

**Vendor E-mail Address:** \_\_\_\_\_

**Vendor Telephone:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Authorized Company Official's Name:** \_\_\_\_\_  
(Printed)

**Signature of Company Official:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TO BE SIGNED AND RETURNED**

**CERTIFICATE OF RESIDENCY**

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for the IISD to determine the residency of its offerors. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
  
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that \_\_\_\_\_  
(Name of Company Bidding)

is, under Section: 2252.001 (3) and (4), a

\_\_\_\_\_ Resident Bidder      \_\_\_\_\_ Non-resident Bidder

My principal place of business under Section: 2252.001 (3) and (4), is in the city of

\_\_\_\_\_ in the state of \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Model SB 9 Contractor Certification  
Contractor Employees**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

**Definitions:**

*Covered employees:* Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of \_\_\_\_\_ ("Contractor"), I certify that

[check one]:

None of the employees of Contractor and any subcontractors are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

*Or*

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

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November 21, 2008

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Company name \_\_\_\_\_

Printed name of Company Representative: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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