

## **NOTICE TO VENDOR**

**If you received this document or notice of this Request for Proposals (RFP), the Irving ISD has determined that goods or services you provide are within the scope of this RFP and are necessary for operation of our schools.**

**By responding to this RFP properly, your company will be considered as a vendor to provide goods and services to Irving ISD.**

**Copies of this RFP are available at:**

**<http://www.irvingisd.net/purchasing/bids.htm>**

**The following forms must be returned or your response may be disqualified.**

**Page 2 – Signature page**

**Page 3 – **Initial** Texas Education Code Section 44.034; Notification of Criminal History of Contractor & Vendor compliance agreement (bottom of page)**

**Page 4 – EPCNT**

**Page 5 – Certificate of Residency**

**Page 7 – Reply Page**

**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.

Please RESPOND on the following not later than 2:00 PM October 13, 2009.

Mark sealed envelope **"RFP 10-01 MAINTENANCE AND OPERATIONS SUPPLIES & SERVICES"**

This proposal will open at **2:00 PM, October 13, 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.

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.

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 (MUST 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, RFP 10-01 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 \_\_\_\_\_**

**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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**EPCNT**

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.

Approximately 56 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 \_\_\_\_\_

**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 Government Code under Chapter 2252, Subchapter A. This law makes it necessary for the Irving ISD 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 Tex. Gov't Code, Section: 2252.001 (3) and (4), is in the city of \_\_\_\_\_ in the state of \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Texas Education Code Chapter 22 Contractor Certification for 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.

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.

(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 \_\_\_\_\_

## **RFP #10-01 MAINTENANCE & OPERATIONS SUPPLIES & SERVICES**

### **SCOPE AND SPECIFICATIONS OF PROPOSAL REQUEST**

Irving Independent School District (IISD) is located in Dallas County, Texas. Total student enrollment is approximately 33,000 students. Currently Irving ISD has four high schools, seven middle schools, twenty elementary schools, three early childhood development centers and four alternative campuses.

Irving Independent School District (IISD) is soliciting proposals from vendors to supply the district Maintenance & Operations Supplies & Services. This is not an exclusive award contract and will only qualify the responding companies to negotiate with the district for purchases as needed by IISD. When the District needs goods or services included in vendor proposals, the District will contact vendors for price and availability. The contract will be effective from the first date of award as determined by Irving ISD Purchasing Department until August 31, 2010 and extended for up to three (3) additional years. Either party may cancel after August 31, 2010 without cause. If notice of cancellation is not received by July 1 or each succeeding year, IISD will assume the contract is acceptable to the vendor for extension to additional year. Purchases larger than \$50,000 from a single vendor for the same item or group of components making up a single purpose purchase will not be made from this award. Purchases of \$50,000 or more will be made pursuant to current controlling statute or policy.

### **EVALUATION OF PROPOSALS**

The following criteria will be used to evaluate all purchases made from awarded vendors:

1. The purchase price;
2. The reputation of the vendor and of the vendor's goods or services;
3. The quality of the vendor's goods or services;
4. The extent to which the goods or services meet the district's needs;
5. The vendor's past relationship with the district;
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
7. The total long-term cost to the district to acquire the vendor's goods or services; and
8. Any other relevant factor specifically listed in the request for bids or proposals.

In determining to whom to award a contract the district shall consider all of the above.  
(Tex. Ed. Code, sec.44).

All purchases against this contract will be authorized through the use of an Irving ISD purchase order. Purchase order billings must be submitted on an invoice basis, and must reference the purchase order number, the current price of the items or services purchased as per this proposal awarded by Irving ISD. District credit card may be used in emergency circumstances if allowed by the vendor and if deemed necessary by the Assistant Superintendent over the department affected.

### **ESTIMATED QUANTITIES**

**Purchases from all vendors awarded in the category, Maintenance and Operations Supplies & Services are estimated not to exceed \$50,000 in the aggregate of each individual product or service category during a 12 month period.**

### **DELIVERY OF PRODUCT**

**To be determined at time of purchase.**

**PAYMENT TERMS Irving ISD has payment terms of Net 30 from date of invoice or receipt of goods, whichever is later or point of sale payment as required.**

**SUBMISSION OF PROPOSALS Vendor should submit one copy only.**

**RFP #10-01 Maintenance & Operations Supplies and Services**

**Must Be Signed and Returned**

Please specify the types of Maintenance & Operations Supplies and Services you propose to supply to the District. Attach a separate sheet or catalogue or online address if necessary. A general description is all that is necessary.

**Example:** Building Materials, Grounds Equipment, Landscaping, Flooring, Tile, Doors, Electrical Supplies, Concrete Mix, Lumber, Glass, HVAC Supplies, Locks, Plumbing Materials, Rental Equipment, Automotive, Safety Related Items, Tractor and Heavy Equip, Supplies, Welding Supplies, Wood, Radio Communication Equipment, etc.

**You are free to propose to supply any relevant product or service. Some services or products may not be awarded based on scope of this RFP.**

**Type of Supply or Service proposed**

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Please specify what price discount, if any, from your regular **List/Store Shelf/Catalogue/Walk-in** pricing you propose to offer the District on the aforementioned Materials and Services

1. **Do you currently participate in any of the following cooperatives? Please circle all that apply and list contract number(s). List others available if applicable.**

- 2013 HGAC
- BuyBoard TCPN
- DIR TXMAS
- EPCNT US Communities
- HCDE

2. **Discount from List, Store Shelf, Catalogue, Web or Walk-in pricing \_\_\_\_\_%. (May be 0% but IISD would like a discount to improve our value and cost is one factor mandated as an awarding criteria. If you feel your standard price represents an excellent value, offering 0% will not, alone, determine whether or not you are awarded.)**

3. **Varies Depending on item. (circle one) YES NO**

4. **Minimum order amount \$\_\_\_\_\_.**

5. **Is shipping included in price of goods or service? (circle one) YES NO**

6. **Shipping or Delivery method and terms \_\_\_\_\_**

7. **Store Locations(s) in Dallas Fort Worth area: \_\_\_\_\_**

8. **Sales Contact:**  
Name \_\_\_\_\_ Phone \_\_\_\_\_ Email \_\_\_\_\_

Do you have any exceptions to our specifications you wish to note? (Attach additional sheets if necessary)

**Do you accept District Purchase Orders? (circle one) YES NO**

**Is online catalogue available? (circle one) YES NO**

**Is online ordering available? (circle one) YES NO**

**Online catalogue URL address \_\_\_\_\_**

**May the District E-mail or Fax Purchase Orders (circle one) YES NO**

**If so, to what email address or Fax # \_\_\_\_\_**

\_\_\_\_\_  
**Company Name Signature Date**