



**Laredo Independent School District**

Procurement Department

1702 Houston St. Room 101

Laredo, Texas 78040

Tel: 956 795-3220

Fax: 956 795-3221

**LAREDO INDEPENDENT SCHOOL DISTRICT (“DISTRICT”)** invites you to submit a Request for Catalog Offer.

**Reconditioned Copiers**

**REFERENCE NUMBER: RFCO # 002-09**

**DUE DATE: April 2, 2009 at 2:30 p.m. central standard time**

*(Note: Timely physical delivery is at the risk of the respondent. No notary seals are required in District Forms. )*

**MUST BE DELIVERED LAREDO INDEPENDENT SCHOOL DISTRICT**

**OR HAND CARRIED TO: PROCUREMENT DEPARTMENT  
1702 HOUSTON STREET ROOM 101  
LAREDO, TEXAS 78040**

**ESTIMATED CONTRACT PERIOD: Beginning May 15, 2009 and terminating May 14, 2010**

**PRE-PROPOSAL CONFERENCE N/A**

**DISTRICT BUYER IN CHARGE OF QUOTE: Mary Benavides**

**PROCUREMENT DIRECTOR: Gustavo Alcantar**

\* \* \* \* \*

- I. [Submission/Scope of Work/Specifications](#) (Required to be completed) **Page 2**
- II. [Required Documents](#) **Page 5**
- III. [General Conditions](#) **Page 17**

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

I have read and agree to all terms on this page initials: \_\_\_\_\_

**LAREDO INDEPENDENT SCHOOL DISTRICT  
C/O Mr. Gustavo Alcantar, Procurement Director  
1702 Houston Street, Laredo, Texas 78040**

**Scope of Work/Specifications**

**I. SUBMISSION/SCOPE SPECIFICATIONS**

The purpose of this proposal is to contract with a vendor for a reconditioned copier(s) that will be placed in the LISD Print shop. The District is asking vendors to provide pricing for a reconditioned/certified copier with the following terms:

- a. A six (6) month rental with an option to renew for an additional six (6) months. The District will guarantee 250,000 copies a month.
- b. A three (3) month rental with an option to renew for three (3) months at a time. At the inception of the rental contract, the District will guarantee 250,000 copies. However, at the subsequent renewals, the District and vendor will mutually negotiate copy volume and maintenance costs.
- c. A flat rate for a month to month rental. In this option, the vendor is to provide a machine that meets specifications with a cost per copy on a monthly rental assuming the District will guarantee only 100,000 copies per month.
- d. Vendor pricing should include all items including toner, staples, service calls and training of District personnel. The only day to day cost the District will absorb will be the rental payment and copy paper.
- e. Delivery of unit must take place 30 days after receipt of District/COOP purchase order.
- f. Please be advised that the final contract with the District must contain a clause that states that “the District reserves the right to cancel the monthly rental with 30 days written notice”.

**II. Minimum Specifications of high speed copier**

- a. Imaging System – Laser Dry Electrostatic Transfer

\_\_\_\_\_ Meets specification

- b. Copy Speed – 100 to 110 Copies per minute

\_\_\_\_\_ Meets specification

- c. Scan Speed for Duplex automatic feeder– 80 sheets per minute

\_\_\_\_\_ Meets specification

- d. Print Resolution – 1200 x 1200 dpi

\_\_\_\_\_ Meets specification



o. Finished Book Size –

1. Book Thickness - 10 to 200 sheets using 17 to 24lb bond  
10 to 150 sheets using 28 lb bond  
10 sheets using 28 lb bond to 110 lb index
2. Cover Source Location – Stack bypass, Paper Drawers (Imagable) Document /insertion unit (For Preprinted Covers )
3. Stacker Tray Capacity 3.94 (100mm) (Equivalent to 10 100 page Books with 17 pound Bond)

\_\_\_\_\_ Meets specification

p. Saddle Finisher

1. Tray Capacity:  
Top Tray: 3,000 sheets  
Lower Tray: 2000 sheets  
Saddle-Stitch tray – 30 booklets or limitless  
Tray capacity of machine may vary, but the copier must have at least 7,000 sheets of total capacity.
2. Acceptable Paper Weight –  
Finisher V1 - 17lb bond to 110 lb index  
Saddle Finisher V2 – 17 lb bond to 110 lb index
3. Acceptable Paper Size – 11” by 17” Legal , letter,
4. Staple positions – Corner stapling Double stapling
5. Max Stapling Capacity - 100 sheets Letter, 50 sheets (11” x 17 “ Legal, Letter)

\_\_\_\_\_ Meets specification

q. Paper Folding Unit

1. Folding Method – Paper Pressure Folding
2. Folding Type – Z Fold
3. Acceptable Paper Weight – 17 lb. to 20 lb. bond
4. Acceptable paper Size - 11” x 17”

\_\_\_\_\_ Meets specification

r. All machines proposed in this offer must be reconditioned machines.

\_\_\_\_\_ Meets specification

- s. No Network Connectivity Options are being requested at this time. The District does reserve the right to add this and other options with the awarded vendor at a later time.

\_\_\_\_\_ Meets specification

There should be a monthly allowance of copies per month, reconciled on a monthly basis. There should also be a flat rate for any overages over the monthly allowance.

\_\_\_\_\_ Meets specification

### III. Submission to District

- a. Vendor will submit one copy of the offer consisting of the following documents:
1. Forms 1- 8
  2. Pages 2-4 indicating that machine being proposed by Vendor meets the minimum RFCO specifications.
  3. Copy of Insurance Certificates as detailed in on pages 19 & 20 of this RFCO.
  4. All items listed in Form 1 Checklist (Items 1-13)
  5. Table I
  6. Vendor should also initial pages 1 to 6 to certify that the machine meets District specifications.

Please note that the District **will accept** offers from the following COOPS, which the District is a member of:

1. The Cooperative Purchasing Network (TCPN)
2. Houston Galveston Area Council of Government (HGAC)
3. Region I
4. Texas Building and Procurement Commission (DIR, TXMAS)
5. Texas Association of School Boards (TASB Buyboard)
6. Region IV
7. Region VIII
8. Central Texas Purchasing Alliance
9. U.S. Communities Purchasing Alliance

**Vendors should review all forms to ensure they are complete and signed. All forms must be submitted.**

### Deleted Specification

Bind Method – Perfect Binding

**TABLE I**

| <b>PACKAGE</b>  | <b>DESCRIPTION</b>   | <b>MONTHLY YIELD CHARGE</b> | <b>PRICE FOR OVERAGES</b> |
|---|--|-----------------------------|---------------------------|
| <b>1</b>  | <b>Six month rental option to renew for additional six months (refer to 'a' on page 2)</b> |                             |                           |
| <b>2</b>  | <b>Three month rental (refer to 'b' on page 2)</b>   |                             |                           |
| <b>3</b>  | <b>Flat rate for month to month (refer to 'c' on page 2)</b>                               |                             |                           |
| <b>The District reserves the right to pick any package it deems advantageous.</b> |  |                             |                           |

**Will meter readings reconciled on a monthly basis? Yes \_\_\_\_\_ No \_\_\_\_\_**

**What is the flat cost per copy for monthly overages? \_\_\_\_\_**

**List at least one reference (name/phone number) that is operating a machine of this speed.**

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**COOP or State Catalog # this offer is based on \_\_\_\_\_**

**Please certify that model in this RFCO meets all minimum specifications.**

**I certify that I have read this RFCO and certify that this offer complies with its minimum specifications and general conditions.**

**Vendor Signature: \_\_\_\_\_**

**Print Name and Title: \_\_\_\_\_**

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

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

**LAREDO INDEPENDENT SCHOOL DISTRICT**

C/O Mr. Gustavo Alcantar, Procurement Director  
1702 Houston Street, Laredo, Texas 78040

|  |
|--|
| <p><b>Required Document<br/>Form 1</b></p> |
|--|

**IV. Submittal Checklist**

**Proposers are required to complete and return this checklist and the required documents as a part of their response submittal. Failure to return any of the required documents may subject your proposal to disqualification. Indicate your responses under column "Proposer Use Only." All forms should be signed.**

**RFCO #002-09 Reconditioned Copier(s) Vendor:**

|     | Item/Description  | Proposer Use Only |    |     | Laredo ISD Use Only |    |     |
|-----|---|-------------------|----|-----|---------------------|----|-----|
|     |   | Yes               | No | n/a | Yes                 | No | n/a |
| 1.  | Is one copy of all documents submitted?   |                   |    |     |                     |    |     |
| 2.  | Have you included the name of the appropriate state catalog # or COOP on Form 8?  |                   |    |     |                     |    |     |
| 3.  | Have all proposal envelopes submitted to the District been properly labeled with the RFCO #.  |                   |    |     |                     |    |     |
| 4.  | Have you included relevant information which will enable the District to evaluate this proposal using the criteria as noted in General Conditions #8 on page 20 of this document?<br>A cover letter summarizing your offer, quality of equipment, # of technicians etc. should be included in your offer. |                   |    |     |                     |    |     |
| 5.  | Are all forms submitted signed and completed?   |                   |    |     |                     |    |     |
| 6.  | Are all price offers submitted in accordance with "All or Some"/ "All or None" criteria.  |                   |    |     |                     |    |     |
| 7.  | Is Form 2 Completed?  |                   |    |     |                     |    |     |
| 8.  | Is the Felony Conviction Notification (Form 3) completed and submitted?   |                   |    |     |                     |    |     |
| 9.  | Is the Conflict of Interest Questionnaire (Form 4) completed and submitted?   |                   |    |     |                     |    |     |
| 10. | Is the W-9 (Form 5) form completed and submitted?   |                   |    |     |                     |    |     |
| 11. | Is the Vendor Certification (Form 6) completed and submitted?   |                   |    |     |                     |    |     |
| 12. | Is the Certification of Criminal History Record Information (Form 7) Forms completed and submitted?   |                   |    |     |                     |    |     |
| 13. | Have you submitted Form 8 (Vendor Certification of Specifications Form)   |                   |    |     |                     |    |     |
| 14. | Have you submitted (1) a brochure detailing specifications with each proposal copy and (2) pages 2-4 of this RFCO which requires the Vendor to initial that the machine meets specifications?   |                   |    |     |                     |    |     |
| 15. | Have you submitted your company's Certificates of Insurance(W Comp. /General Liability)   |                   |    |     |                     |    |     |

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name and Title \_\_\_\_\_

**For Laredo ISD Procurement Department Use Only**

**Reference No: RFCO High Speed Copiers Vendor: \_\_\_\_\_**

The purpose of this preliminary evaluation is to determine whether this proposal will proceed to the next step for consideration. Buyer must review and evaluate all submitted documents and complete the column "For Laredo ISD Use Only" on the table shown above. If answers to all required items (#1-15) are answered "Yes", then proceed for consideration. If any one required item is answered "No", then Decline for Consideration and state the reason for decline. **Failure to return any of the required documents may subject your proposal to disqualification.**

[  ] **YES. Proceed for consideration. Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_**

[  ] **NO. Decline for consideration. Buyer Initials: \_\_\_\_\_ Date: \_\_\_\_\_**

**Reason(s) for decline:** [  ] **Missed timeline (Date and time received: \_\_\_\_\_)**

[  ] **Missing documentation as listed: \_\_\_\_\_**

[  ] **Other \*: \_\_\_\_\_**

**\* Procurement Director Initials: \_\_\_\_\_ Date: \_\_\_\_\_**

(\* Director review and initials required when declined for other reasons.)

**Date Notice Award Notice mailed to Proposer: \_\_\_\_\_ Buyer's Initials: \_\_\_\_\_**

C/O Mr. Gustavo Alcantar, Procurement Director  
1702 Houston Street, Laredo, Texas 78040

**If this form is not entirely completed, proposer shall be disqualified.**

*Note: Vendor will be evaluated on criteria specified under General Condition number 8 in accordance with TEC §44.031(b). Please complete the questions below and the specifications included herewith. If a question is not applicable, please indicate "N/A."*

**DELIVERY INFORMATION**

Item(s) will be delivered within \_\_\_\_\_ days after the purchase order is received.

Does price disclose freight and delivery charges (Y) (N) (N/A) \_\_\_\_\_

**WARRANTY INFORMATION (If Applicable)**

Length of warranty on parts \_\_\_\_\_

Length of warranty on labor \_\_\_\_\_

**COMPANY INFORMATION**

Company has been in business \_\_\_\_\_ years

Number of copier repair technicians based in Laredo, Texas \_\_\_\_\_

Is your company a Historically Underutilized Business (type): (Y) \_\_\_\_\_ (N) \_\_\_\_\_

If yes, what type? \_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)**

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_ Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

**I, as an authorized agent for the organization named below, certify that the information provided in the Scope of Work/Specifications has been reviewed by me and the information furnished is true and correct to the best of my knowledge. I acknowledge that I will abide by the General Conditions as specified within this invitation to bid and understand that these conditions become a part of any and all contracts that may be issued along with the Notice of Award.**

**Signature of Authorized Representative**

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

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Organization Name**

LAREDO INDEPENDENT SCHOOL DISTRICT

**Felony Conviction Notification**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or 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."

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

This notice is not required of a PUBLICLY-HELD CORPORATION.

*I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.*

Vendor's Name: \_\_\_\_\_

Authorized Representative of Company (please print): \_\_\_\_\_

**Please check off one box and sign the form in the appropriate space(s):**

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  
Signature of Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who has been convicted of a felony.  
Signature of Company Official: \_\_\_\_\_

C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:  
Name of Felon(s): \_\_\_\_\_  
Details of Conviction(s):  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Company Official

\_\_\_\_\_  
Date

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

**For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80<sup>th</sup> Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(a-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offence if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date received

**1) Name of person doing business with local governmental entity.**

**2)  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated questionnaire with the appropriate filing authority not later than the 7<sup>th</sup> business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3) Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_ **Name of Officer**

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, for the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4)**

\_\_\_\_\_ **Signature of person doing business with the government entity**

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

**Required Document**

Form **W-9**  
(Rev. January 2005)  
Department of the  
Treasury  
Internal Revenue  
Service

**Request for Taxpayer  
Identification Number and  
Certification**

Give form to the  
requester. Do NOT  
send to the IRS.

Print of type  
See Specific Instructions on page 2

|  |   |
|--|---|
| Name (as shown on your income tax return)  |   |
| Business name, if different from above.  |   |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ----- | <input type="checkbox"/> Exempt from backup |
| Address (number, street, and apt. or suite no.)  | Requester's name and address (optional)     |
| City, state and ZIP code   |   |
| List account number(s) here (optional)   |   |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on Page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                       |
|---------------------------------------|
| <b>Social security number</b>         |
|                                       |
| OR                                    |
| <b>Employer identification number</b> |
|                                       |

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions.-You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

|                  |                     |               |
|------------------|---------------------|---------------|
| <b>Sign Here</b> | <b>Signature of</b> | <b>Date ▶</b> |
| U.S. person ▶    |                     |               |

For further instructions on completing this form please visit the Internal Revenue Service Website at:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

**LAREDO INDEPENDENT SCHOOL DISTRICT**  
**Vendor Certification Forms**

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**CERTIFICATION OF COMPLAINEE REGARDING TEXAS FAMILY CODE**

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**As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73<sup>rd</sup> Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:**

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

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**CERTIFICATION OF COMPLIANCE REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED  
TRANSACTIONS**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

[http://www.access.gpo.gov/nara/cfr/waisidx\\_99/7cfr3017\\_99.html](http://www.access.gpo.gov/nara/cfr/waisidx_99/7cfr3017_99.html)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND  
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS.**

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

***The undersigned certifies, to the best of his/her knowledge and belief, that:***

1. No Federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

LAREDO INDEPENDENT SCHOOL DISTRICT

Vendor Certification Forms - Continued

**Required Document  
(pg. 2 of 2)**

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND  
CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

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**CERTIFICATION OF COMPLIANCE WITH THE DAVIS-BACON WAGE  
DETERMINATION ISSUED BY THE U.S. DEPARTMENT OF LABOR**

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I, the vendor, am in compliance with all applicable requirements issued by the U.S. Department of Labor. The Wage and Hour Division of the U.S. Department of Labor determines prevailing wage rates to be paid on federally funded or assisted construction projects. See U.S. Department of Labor site for prevailing wages for Webb County at <http://www.gpo.gov/davisbacon/tx.html>

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**CERTIFICATION OF COMPLIANCE WITH THE BUY AMERICA PROVISIONS**

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I, the vendor, am in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Provision must still follow the applicable procurement rules calling for free and open competition.

The Proposer agrees to comply with all laws, rules, regulations and ordinances of the Federal Government, the State of Texas, the County of Webb, and the City of Laredo. It is further acknowledged that Proposer certifies compliance with all provisions, laws, acts, regulations, etc. as noted above.

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**Organization Name** \_\_\_\_\_ **Address, City, State, and Zip Code** \_\_\_\_\_

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**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

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**Printed Name** \_\_\_\_\_ **Title of Authorized Representative** \_\_\_\_\_

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**E-Mail Address** \_\_\_\_\_

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



## Laredo Independent School District Certification of Criminal History Record Information

SB 9, passed during the 80<sup>th</sup> Legislative Session, requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who (1) have continuing duties related to contracted services; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee who (1) has continuing duties related to contracted services; and (2) has direct contact with students. The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached LISD Form Certification of Criminal History Record Information, that includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

- Employees who are hired by an entity that contracts with a school district after January 1, 2008 must submit to national criminal history record information review which may include fingerprints and photographs before serving in the capacity described.

At any time, a school district administrator, including a campus principal or designee, may request

The school district may not allow any employee of the entity or an individual to serve at the district if information is obtained through this review that the employee has been convicted of one of the following:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony

copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.

**Laredo Independent School District  
Certification of Criminal History Record Information**

Please complete this form and attach it to your proposal packet response

|                  |   |
|------------------|---|
| <b>Section 1</b> | <p>Vendor: _____<br/> <div style="text-align: center;">Name</div> <br/>         _____<br/> <div style="text-align: center;">Address / City / State / Zip Code</div> <br/>         RFP / CSP / RFCO / Bid Number: _____<br/> <b><u>Answer Y for Yes or N for No:</u></b></p> <p><input type="checkbox"/> Will employees, including yourself, have continuing duties related to the proposal named above?<br/>         Until it receives further guidance, the District considers "continuing duties" to mean repetitive work duties rather than a one time appearance or engagement.</p> <p><input type="checkbox"/> Will those employees, including yourself, have direct contact with students?<br/>         Until it receives further guidance, the District considers "direct contact" to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy.</p> <p>If either question is answered "no", vendor should complete section 2 of this form.<br/>         If answer to both questions is "yes", vendor should complete section 3 of this form.</p> |
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| <b>Section 2</b> | <p>I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.</p> <p>_____<br/> <div style="text-align: center;">Signature of Vendor</div> <br/>         _____<br/> <div style="text-align: center;">Print Name</div> </p> <p style="text-align: right; margin-right: 100px;">_____<br/> <div style="text-align: center;">Date</div> </p> |
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| <b>Section 3</b> | <p>I, _____, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a Laredo Independent School District Campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed.</p> <p>_____<br/> <div style="text-align: center;">Signature of Vendor</div> <br/>         _____<br/> <div style="text-align: center;">Print Name</div> </p> <p style="text-align: right; margin-right: 100px;">_____<br/> <div style="text-align: center;">Date</div> </p> |
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### III. General Conditions

#### 1. SUBMISSION, MODIFICATION, AND WITHDRAWAL OF RFP

Submission - All proposals, whether delivered by hand or mail, are due in sealed envelopes and endorsed with RFCO # 002-09 Reconditioned Copier on April 2, 2009 @ 2:30 p.m. central standard time at the District's Procurement Department located at 1702 Houston Street, Room 101, Laredo, Texas 78040 and stamped with date and time of delivery. Responses sent by overnight mail shall have proposal number and name written on the delivery ticket. Proposal must be signed by an authorized agent of the vendor that has authority to bind the vendor contractually. Please submit one original and (3) copies of all documents on the Submittal Checklist. Overnight envelopes must be delivered to Procurement Department and no facsimile proposals will be accepted.

- a. **Modification** - No response may be changed, amended, or modified, after the same has been submitted or filed in response to this solicitation.
- b. **Withdrawal/Resubmission** - an offer may be withdrawn and resubmitted by written notice received by the District's Procurement Department prior to the exact hour and date specified on the proposal. A proposal may also be withdrawn in person by a vendor or an authorized representative, provided his/her identity is made known and he/she signs a receipt for the Proposal, but only if the withdrawal is made prior to the exact hour and date set for the receipt of proposals. Resubmissions may be done in accordance with the original submission terms in paragraph (a.) above.

#### 2. LATE RFCOs

All RFCOs delivered will be stamped with the date and time as proof they were received. The date and time on the Laredo ISD Procurement Department date time stamper shall be the official time of receipt. If a proposal is received after the stated date and time, it will be considered late and will not be opened. If a return address is not provided on the envelope, a late bid will be opened for identification purposes only and returned to the address provided within.

#### 3. TERM OF CONTRACT

Unless otherwise noted, the preferred terms for which proposals are being requested are for three months, six months and one year; the District's will have the option to choose either term of contract.

#### 4. AWARD DATE

It is anticipated that a recommendation for this offer will be submitted at the next regularly scheduled Board of Trustees meeting taking into consideration internal timelines for submission.

#### 5. ALL OR SOME SEALED OFFERS

Proposers are requested to bid on all of the items in the Proposal Form or Scope of Work/Specifications Forms.

6. **OPENING OF RFCOs**

RFCOs will be publicly opened at the District's Procurement Department on April 2, 2009 at 3:00 pm (CST). The District will read proposer's names at the opening.

7. **APPLICABILITY**

These conditions are applicable and form a part of the contract document and are part of the terms and conditions of each purchase order (standard purchase terms and conditions) issued as a result of this proposal. The selected proposer will receive a Notice of Award with a contract that must be signed by the awarded proposer in accordance with specified timelines. If proposer has their own contract they are to provide a copy of that contract for evaluation and determination by the District legal counsel. Any deviations to these general conditions and/or specifications shall be conspicuously noted in writing by the Proposer and shall be included with the proposal.

8. **DETERMINING AWARD/Evaluation of RFCO**

The **DISTRICT** will evaluate the RFCO based on criteria as provided in the Texas Education Code §44.031(b).

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the district's needs;
- e. the vendor's past relationship with the district;
- f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the district to acquire the vendor's goods or services; and
- h. Any other relevant factor(s) specifically listed in the request for bids or proposal (i.e. delivery terms, safety records, certifications/licenses).

If specific criteria are stated in the RFCO specifications, those criteria will supersede the general criteria identified in this section of the General Conditions. Consideration may also be given to any additional information and comments if they increase the benefits to the **DISTRICT**. The Proposer must provide relevant information for the items above that will enable the District to evaluate the Proposer for each category.

9. **RESPONDENT'S ACCEPTANCE OF EVALUATION METHODOLOGY**

Submission of a proposal indicates respondent's acceptance of the evaluation criteria and respondent's recognition that some subjective judgments must be made by the **DISTRICT** during the evaluations.

10. **QUALIFICATION OF PROPOSER**

The **DISTRICT** may make investigations deemed necessary to determine the qualifications and / or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

11. **DISQUALIFICATION OF PROPOSER –Reasons that *shall* disqualify**

Proposers ***shall*** be disqualified and their responses not considered for any of the following reasons:

- a. Failure to submit proposal by required date and time
- b. Failure to submit required documents as specified on Submittal Checklist.
- c. Failure to submit prices in accordance with “All or Some”/ “All or None” criteria as specified in #5, above.
- d. Failure to abide by Non-Collusion Statement as specified in # 35, below.
- e. Any pertinent information coming to the attention of the District resulting in material legal matters.

12. **DISQUALIFICATION OF PROPOSER - Reasons that *may* disqualify**

Proposers ***may*** be disqualified and their responses not considered for any of the following reasons:

- a. Reason for believing collusion exists among bidders.
- b. Reasonable grounds for believing that any bidders have interest in more than one proposal or bid wherein there may be a conflict of interest.
- c. The bidder being interested in any litigation against the Board.
- d. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
- e. Failure to demonstrate competency as revealed by any required financial statement, experience or equipment questionnaire, or omission or falsification of required proposal submittals on this or prior procurements, etc.
- f. Failure to demonstrate financial ability to fund the projects on an interim basis as revealed by a financial statement, financial records, bank references, etc.
- g. Other information or circumstances which establish reasonable grounds for belief that the bidder or proposer is not a “responsible bidder” or “responsible proposer.”

13. **MODIFICATION OR WITHDRAWAL BY SUCCESSFUL PROPOSER**

Modifications or withdrawal of an offer by the successful bidder will be accepted only if the change is in the best interest of the **DISTRICT** and executed in writing.

14. **INSURANCE REQUIREMENTS**

**The contractor must provide a certificate of coverage to the District *prior* to being awarded the contract. Proposer may be disqualified for not providing this required document.**

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by

the governmental entity. Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The following are the types of coverage and acceptable limits that shall be maintained:

- a. **Worker's Compensation Insurance** - documentation of insurance will be required prior to the work beginning. If applicable, the contractor shall procure and maintain during the life of this agreement Worker's Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas and forwarded as evidence to the Laredo Independent School District that it is in force.
- b. **Comprehensive General Liability** in the following minimum amounts:
  - i. General Aggregate \$1,000,000.00
  - ii. Products-Comp/Ops Aggregate \$1,000,000.00
  - iii. Personal & Advertising Injury \$1,000,000.00
  - iv. Each Occurrence \$ 500,000.00

The Comprehensive General Liability Insurance must include liability coverage for bodily injury, personal injury (including employment related suits), independent contractor, blanket contractual, product, fire, medical expense, and complete operations

**LAREDO I.S.D. must be added as an additional insured for the Comprehensive General Liability, if a contract is awarded.**

- c. **Comprehensive Automobile Liability** Insurance in the following minimum amounts:
- i. Bodily Injury: \$100,000.00 per person
  - ii. Bodily Injury: \$300,000.00 per accident
  - iii. Property Damage: \$100,000.00 per accident

**LAREDO I.S.D. must be added as an additional insured for the Comprehensive Automobile Liability if a contract is awarded.**

15. **BONDS (Performance and Payment, if applicable)**

**If applicable, the contractor must provide a certificate of coverage to the District *prior* to being awarded the contract. Proposer may be disqualified for not providing this required document.**

In accordance with Government Code 2253 Public Work Performance and Payment Bonds, a governmental entity that makes a public works contract with a prime contractor shall require the contractor, before beginning the work, to execute to the governmental entity:

- a. A performance bond if the contract is in excess of \$100,000; and
- b. A payment bond is required for contracts in excess of \$25,000.00

A bond required by this code must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session 1959 (Article 7.19-1, Vernon's Texas Insurance Code). A bond executed for a public work contract with the District, must be made payable to and its form must be approved by the District. In accordance with the applicable insurance code, the successful bidder shall submit the required bonds when a contract is made and BEFORE the contractor begins work.

16. **WARRANTY**

Warranty conditions for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. The District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this bid. Failure to provide such information may be cause for rejection of the bid.

17. **EXPRESSED WARRANTIES**

Implies wear of merchantability and implied warranty of fittings for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposures as set forth in the Uniform Commercial Code (as adopted in the State of Texas) which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall be approximate and shall not

be nullified, voided or altered in any way by the inclusion of the bidder pre printed forms with this document.

18. **F.O.B DESTINATION**

Bids/proposals must be submitted on a F.O.B. Destination basis with freight prepaid. Freight is to be assumed by the bidder. No additional charges will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT'S** receiving dock and or campus department.

19. **DELIVERY**

Delivery personnel must provide a current, valid company picture identification card when making deliveries to the District. Deliveries required in this proposal shall be freight prepaid F.O.B. destination and bid price shall include all freight and delivery charges.

20. **IDENTICAL SEALED OFFERS**

In the event of tie bids, the **DISTRICT**, shall select by the casting of lots or award may be made to multiple vendors.

21. **DISTRICT RESERVES THE RIGHT OF THE FOLLOWING:**

- a. **RIGHT OF AWARD** - The **DISTRICT** reserves the right to award as is in its best interest. A written Notice of Award letter will be sent to the awarded vendor(s). The District may either enter into a contract with the vendor(s) or the award letter followed by a purchase order to the success full bidder(s) may result in a binding contract without further action by either party.
- b. **RIGHT TO REJECT OFFERS** - The **DISTRICT** reserves the right to reject any and all offers, waive all irregularities, and to chose the most advantageous price for each item.
- c. **RIGHT TO HOLD OFFERS** - The **DISTRICT** reserves the right to hold proposals for 60 days before awarding the contract.
- d. **RIGHT TO INCREASE OR DECREASE QUANTITIES** - The quantities required are substantially correct, but the **DISTRICT** reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the proposer and agreed upon by the District. The District also reserves the right to decrease quantities during the period the bid/proposal is guaranteed to be firm. Items are to be ordered "as needed" over the estimated contract period.
- e. **RIGHT TO EXTEND AWARDED CONTRACT** – The **DISTRICT** and the vendor may mutually agree to extend the contract on a monthly basis, or other agreed upon period, if needed.
- f. **RIGHT TO AMEND OFFER** - The **DISTRICT** reserves the right to amend the RFCO prior to bid opening date. The **DISTRICT** may also consider and accept an alternate proposal as provided herein when most advantageous to the **DISTRICT**.
- g. **RIGHT OF NEGOTIATIONS** – The **DISTRICT** reserves the right to conduct discussions and negotiate final scope and price.

22. **LIST PRICE OR DISCOUNT PERCENT**

For list price proposals, the price shall be fixed for the entire contract period. For discounts percentages, the discount percent shall be applied on a fixed per-unit price. The fixed per-unit price shall be fixed for a specified period of time, at least quarterly. The discount percentages shall be for the contract period specified. If the per-unit price will fluctuate at the quarterly intervals, proposer must disclose the maximum increases being proposed.

23. **ALTERNATE PRODUCTS AND METHODS/SUBSTITUTIONS**

The showing or mentioning in these specifications of certain trade products and methods is done partly for the purpose of establishing a standard of quality. The mentioning of trade names does not imply that the mentioned products are the only ones that will receive approval or consideration. Please submit name of product of each item proposed. Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Procurement Director. Samples of possible substitution items may be requested at that time.

24. **AVAILABILITY OF FUNDS**

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

25. **SALES TAX EXEMPTION**

The **DISTRICT** qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be charged on these purchases.

26. **REBATES/PROMOTION ITEMS**

If a rebate is offered by the manufacturer of a proposal item(s) after proposal is awarded, the successful proposers will advise the **DISTRICT** and deduct the rebate from the proposal price. If a special promotion is offered by the vendor, the vendor must clearly disclose the criteria for earning the promotion. All promotions shall be coordinated with the Procurement Department directly.

27. **INSPECTION OF RFCO ITEM(S)**

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

28. **TERMINATION BY DISTRICT**

**For Cause** - The **DISTRICT** shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, or if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

**Without Cause** - The **DISTRICT**, in accordance with this provision, may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

29. **CERTIFICATION OF PAYMENT**

Payment by the **DISTRICT** will be made in accordance with the terms of the contract.

30. **UNIFORM COMMERCIAL CODE**

All contracts and agreements between vendor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute and the National Conference of Commissioners on Uniform State Law.

31. **PUBLIC WORKS CONTRACTS, IF APPLICABLE**

- a.) The contractor shall comply with all laws, rules, regulations, and ordinances of the State of Texas, the County of Webb, and the City of Laredo relating to the employment of Labor and the performance of public works contract, and the contractor shall comply with all requirements of the Laredo Independent School District regulating or applying to the performance of public improvement contracts.
- b.) The contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. The contractor further agrees that every subcontract entered into for the performance of this agreement will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the agreement.
- c.) When applicable, the contractor shall procure and maintain during the life of this agreement Workers' Compensation Insurance in accordance with the Workers' Compensation Act of the State of Texas, adequately protecting all labor employed by the Contractor during the life of this agreement and shall provide evidence to the Laredo Independent School District that such insurance is, in fact, in force. All Certificates of Insurance shall be forwarded to the District's Procurement Department.
- d.) When applicable, the contractor shall comply with OSHA safety rules and any other safety guidelines and standards as required by the Laredo Independent School District.

32. **FELONY CONVICTION NOTIFICATION**

A person or business entity that enters into a contract with the **DISTRICT** shall notify the **DISTRICT** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors shall complete and submit the "Felony Conviction Notification" included with this packet in the Required Forms.

33. **CONFLICT OF INTEREST**

No member or spouse of the board, president, superintendent, business manager or any other person holding any position or employment under said board, shall be directly or indirectly interested in an purchase, sale, business, work or contract, the expense, price or consideration of which is paid from school funds of said district, nor shall any such officer or employee purchase any warrants or claims against said board of district, or any interest herein, or become surety for any person or persons having a contract or any kind

of business with said board, for the performance of which security may be required. Anyone violating this provision shall be removed from office, or be discharged from services by the majority of the board. No member of said board shall vote upon any question in which such member has an interest, distinct and apart from that of the citizens at large, and any member shall disclose such interest and refrain from voting. All interested parties shall comply with Board Policy BBFA (LEGAL) Conflict of Interest Disclosures and if applicable (for members of the Board and Superintendent), complete and submit Exhibit found at BBFA (EXHIBIT) [http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA\(XHIBIT\).html](http://www.tasb.org/policy/pol/private/240901/pol.cfm?DisplayPage=BBFA(XHIBIT).html) also please refer to The Texas Ethics Commission website at <http://www.ethics.state.tx.us/> for more information.

Additionally, an employee interested in responding to this proposal shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District, Board Policy DBD (LOCAL).

#### 34. **GENERAL ETHICAL STANDARDS**

***Gratuities*** - It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

***Kickbacks*** - It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against gratuities and kickbacks prescribed above are conspicuously set forth in every District's contract and solicitation in accordance with the Texas Education Agency's Financial Accountability System Resource Guide Update 12.0.

#### 35. **NON COLLUSION STATEMENT**

The proposer affirms that he/she is duly authorized to execute a contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. The proposer also affirms that they have not given, offered to give, do not intend to give at any time hereinafter any economic opportunity,

future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract. Proposer further affirms that after the opening of this offer, proposer (or any representative of proposer's company) will not discuss the contents of this proposal with any person affiliated with LAREDO ISD, other than the Procurement Director or its Designee, prior to the awarding of this bid/proposal. Failure to observe this procedure will cause the proposal to be rejected.

36. **INDEMNIFICATION PROVISION**

To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of services or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent.

37. **VENUE**

It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Webb County, Texas.

38. **PROPOSAL INTERPRETATION**

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Procurement Director, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "RFCO", which if issued, shall be e-mailed to all known prospective bidders. Failure of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his offer as submitted. All addenda so issued shall become part of the contract document.

39. **RIGHT TO AUDIT CLAUSE**

The District upon written notice shall have the right to audit all documents relating to all projects. Records subject to audit shall include, but not limited to records which may have a bearing on matters of interest to the District in connection with the Vendor's work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Vendor's compliance with contract requirements (b) compliance with District procurement policies and procedures (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and the Vendor. Additionally, in accordance with TEC 44.031 (c) the state auditor may audit purchases of goods or services by the District.

40. **NO ARBITRATION CLAUSE**

To the extent allowed by law, the written contract executed between the successful respondent and LISD will contain an indemnification provision in which the successful respondent agrees to indemnify and hold harmless LISD from any and all loss, expense, cost or liability arising from any claim or cause of action for loss or damage arising from or relating to respondent's performance of service or goods made the subject of this bid. LISD does not agree to indemnify the successful respondent. There will be no agreement

for binding arbitration in any written contract between LISD and Respondent relating to a dispute involving the services, products or goods made the subject of the bid.

41. **DEFINITION**

The words “bids, proposals, quotes, offers” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions are applicable on all bids, proposals, quotes and offers to which they are attached.

42. **NO LIMITATION OF LIABILITY REMEDIES OR DAMAGES**

The District will not contractually agree to limit in any manner either Respondent’s potential liability or District’s potential remedies or damages relating to or arising from any potential dispute between the parties or relating to the services, products or goods made the subject of this proposal.

43. **OTHER INFORMATION**

For additional information, contact Gustavo Alcantar, Director of Procurement, at (956) 795-3220.