



Always Innovating

**South
Texas ISD**

RIO GRANDE VALLEY | GRADES 7-12

100 MED HIGH DR., MERCEDES, TX 78570

P: 956.565.2454

STISD.NET

Dear Prospective Vendors:

Sealed proposals will be received by the South Texas Independent School District for:

ITEM: DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES

BID NUMBER: RFP 20-004

EFFECTIVE DATES: 2019-2020 SCHOOL YEAR

Sealed bids will be received no later than **2:00 PM, Thursday, September 5, 2019**. Bids must be plainly marked on the outside of envelope **SEALED BID: RFP 20-004, DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES**, Business Office, STISD, 100 Med High Drive, Mercedes, Texas, 78570 or delivered to the STISD Business Office, at the same address. **Bids must be made on the enclosed bid document. Faxed bids will not be accepted.**

Only bids received by the date and time specified will be considered. Bidders are invited to be present at the opening of the bids at the above address, on the above date and time.

The STISD reserves the right to accept or reject any or all bids, to award contracts for individual items as they may appear advantageous to the District, and waive any or all formalities.

All contracts will be made through STISD Purchase Orders. Proposals received without proper signature will not be accepted.

Your proposal will be appreciated.

Sincerely,

Marla Knaub
Assistant Superintendent for Finance

MARCO ANTONIO LARA, JR., ED.D.
Superintendent

JEFF HEMBREE
Deputy Superintendent

MARLA R. KNAUB
Assistant Superintendent for Finance

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES

SCOPE AND INTENT

SCOPE: Review, prepare and amend, as required record's retention control schedule based on a listing of all records, whether active or inactive, maintained by all departments or campuses at the South Texas Independent School District. The records control schedule should be based on current Texas State Library and Archives Commission (TSLAC) local record retention schedules, Federal guidelines where applicable, and the recommendations of the District.

INTENT: The purpose of this proposal is to establish information and to secure a source for the processing and destruction of District records in order to comply with the Texas State Library and Archives Commission, local retention schedules, federal guidelines and purchasing guidelines.

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

INSTRUCTIONS: These instructions apply to all offers and become part of the terms and conditions of any proposal submitted, unless, offer or takes exceptions in writing when submitting a proposal. Any deviations or exceptions taken must be listed on the space provided on page eight (6).

FORMS: Proposals must be submitted on the form provided only.

PROPOSAL RETURN: The original proposal form must be sealed in an envelope clearly marked on the outside front with “**DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES RFP 20-004**” and addressed to the following address: South Texas ISD, 100 Med High Drive Mercedes, TX 78570 Attention: Marla Knaub.

Any proposal not delivered to the Business Office by the deadline for submitting the proposals, will be considered not timely filed and therefore, will be disqualified and returned unopened.

No faxed proposals will be accepted.

LATE PROPOSALS: Proposals must be in the Purchasing Department by the closing date and time. No late proposals will be accepted for any reason.

ACCEPTANCE: The right is reserved to accept or reject any or all proposals and to waive any technicalities and accept the offer considered most advantageous to the South Texas Independent School District. The District estimates the value of this contract to be reflective of the quantities specified with an unlimited proposal increase allowance for additional needs that may arise. However, this estimate should not be construed to be a guarantee since purchases are dependent upon actual need and available funding.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES

ERRORS/QUANTITY: Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals. Failure to do so will be at the offeror's own risk and offeror cannot secure relief on the plea of error. Neither law nor regulation makes allowance for errors of omission or commission on the part of the offeror. Proposals must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.

FOB/DAMAGE: Proposals must be submitted F.O.B. destination; South Texas ISD, 100 Med High Drive, Business Office, Mercedes TX, 78570 and shall include delivery and packaging costs. The South Texas ISD assumes no liability for goods delivered in damaged or unacceptable condition. The successful offeror will handle all claims with carriers and in case of damaged goods, must ship replacement goods immediately upon notification by the South Texas ISD.

FIRM PRICES: Proposal pricing must be firm from October 1, 2019 through September 30, 2021, following Board of Trustees approval. This is a multi-year proposal. The District intends to award a two-year contract to the selected offeror, subject to availability of funds beyond the current fiscal year. All offerors are required to submit firm proposal pricing for the proposal term specified herein and for one additional year beyond the proposal term specified herein. The selected offeror's obligation to honor proposal pricing in the second year will be unconditional. However, the District will have no obligation to make payments or purchases in the second year from the selected offeror if, for whatever reason, it does not appropriate any monies to a special fund designated specifically for the purpose of making payments under the awarded proposal. This proposal is contingent upon actual need and funding. "Discount from List" proposals are not acceptable unless specifically requested. The second year term is subject to Board of Trustees approval.

AUTHORIZED SIGNATURE: Proposals must show full firm name and address of offeror, and be manually signed on the "PROPOSAL SIGNATURE SHEET." Failure to do so will disqualify the **Person** signing proposal must show title or authority to bind his/her firm in a contract.

WITHDRAWAL/ALTERATION OF PROPOSALS: Proposals may be negotiated at the District's option after the Request for Proposals closing. Alterations made before proposal closing must be initialed by offeror guaranteeing authenticity. No proposal may be withdrawn after closing without acceptable reason in writing and with the approval of the South Texas ISD Board of Trustees.

PURCHASE ORDERS AND INVOICING: Purchase Orders (P.O.) will be assigned to the successful offeror on an order by order basis. All invoices for that order shall bear the assigned P.O. number. Invoices with incorrect or missing P.O. number will be returned to the vendor for posting of the correct P.O. number before payment is made. Invoices must be submitted for payment by the successful offeror to the South Texas ISD, Accounts Payable Department, 100 Med High Drive, Mercedes TX, 78570.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

SPECIAL TERMS AND CONDITIONS DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

CASH DISCOUNTS: Normal payment terms are net 30 given that the goods and/or services received are in satisfactory condition. Any discounts available to the District for early payment should be noted. Discounts may be considered in determining the best value to the District.

TAXES: The South Texas ISD is exempt from State Sales Taxes. Tax must not be included in the proposal. Tax exemption certificates will be executed by South Texas ISD and furnished upon request.

INSURANCE: Workman's compensation is not required for this proposal, but is recommended. The South Texas ISD reserves the right to review all insurance policies pertaining to the proposal item(s) to guarantee that the proper coverage is obtained by the contractor.

Contractor will be required to maintain in full force and in effect the following types of insurance:

- a) Worker's Compensation.....100/500/100
- b) Bodily Injury Liability (CSL)*..... 300,000
- c) Property Damage Liability (CSL)*..... 300,000
- d) Automobile Bodily Injury Liability.....300,000
- e) Automobile Property Damage Liability.....100,000

*Combined Single Limit

Each insurance policy to be furnished by successful contractor should include, by endorsement to the policy, a statement that a notice shall be given to District by certified mail thirty (30) days prior to cancellation or upon any materials change in coverage. Any non-compliance with this section will result in termination of contract.

SPECIFICATIONS/REQUIREMENTS: Any catalogue, brand name or manufacturer's reference in the specifications are **DESCRIPTIVE, NOT RESTRICTIVE, AND ARE USED TO INDICATE TYPE AND QUALITY LEVEL DESIRED.** Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference on specifications, proposal must show manufacturer's brand, trade name, catalog or lot number, etc., on article offered and certify article offered is equivalent to specifications. If other than specified brands of items are offered, specifications, illustrations and complete descriptive literature must be submitted with proposal, unless previously filed with the Coordinator for Purchasing.

OR EQUAL: Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted will be implied. The specified article or material will be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and must not be construed as to exclude other manufactured products of comparable quality, design and efficiency. The South Texas ISD reserves the right to determine the "equal".

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

ONE OFFER PER ITEM: The South Texas ISD will accept only one offer per item specified. Multiple proposals per line item will not be acceptable unless indicated otherwise.

ITEM ALTERNATE FEATURES: The District will evaluate item offered by the vendor and may accept alternate item features. (Please note: only one offer per item specified will be accepted unless indicated otherwise.)

SUBSTITUTES: Should an item not be available because the item has been discontinued (or where manufacturing of the item has been extended for a period of 15 working days or longer by the manufacturer) or for any reason beyond the vendor's control, the vendor agrees to substitute the item with an item of equal or superior value. The substituted item must be offered to the District at the same price as the original item awarded. Furthermore, the District will evaluate and validate the substituted item to be of equal or superior value.

WARRANTY/MAINTENANCE AGREEMENT: Any information regarding warranties and/or maintenance agreements pertaining to said proposal item(s) must be included in the proposal.

DELIVERY PROMISE/PENALTIES: Offers MUST show the number of calendar days required to place the materials in the possession of the South Texas ISD. **DO NOT** quote shipping dates. Failure to specify the delivery date will obligate offeror to complete delivery in two (2) weeks from the date the proposal is awarded. Unrealistically short or undue long delivery promises may cause the proposal to be disregarded. Consistent failure of an offeror to meet these delivery promises without a valid reason may cause removal from the Vendor Mailing List.

When delivery cannot be foreseen, the offeror must give prior notice to the Purchasing Agent, who will have the right to extend the delivery date if reasons for delay appear acceptable. The bidder must keep the Purchasing Agent informed at all times on the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Agent to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting vendor. Every effort will be made by the District to locate the goods at the same or better price as that originally contracted.

PACKAGING: Unless otherwise indicated, items will be new, unused and in First Class condition in containers suitable for damage-free shipment and storage.

RETURNS: Offerors must accept returns for credit with no re-stocking fee or penalty to South Texas ISD.

MANUFACTURER'S GUARANTEE: A manufacturer's total satisfaction written guarantee, in accordance with the Uniform Commercial Code (UCC), for the twelve month contract term, with South Texas ISD reserving the right to have any item replaced should the original item prove unreliable or defective as expressed or implied by verbal or written specifications. The items will then, and after adequate time to remedy and as part of remedy, be replaced without charge to South Texas ISD's satisfaction. This will be provided at no additional cost to South Texas ISD during the term of contract.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

FINANCIAL INFORMATION: Vendor agrees to provide financial information upon request.

DELIVERY TIME: Deliveries will be accepted only during normal working hours, 8:00 A.M. to 3:00 P.M., Monday through Friday.

TIE PROPOSALS: Consistent and continued tie proposal submittals on any commodity could cause for rejection of all proposals by the South Texas ISD.

PATENT RIGHTS: The vendor agrees to protect the District from any claim involving patent right infringement of copyrights on goods supplied.

PROPOSAL EVALUATION: All proposals are evaluated for compliance with specifications before the proposal price is considered. Response to specifications is primary in determining the best value to the District.

CONFLICT/AMBIGUITY: To the extent that there is any conflict or ambiguity in the specifications in this solicitation, the conflict or ambiguity will be resolved by giving effect to the interpretation most favorable to the South Texas ISD.

CONDITIONS OF REQUEST FOR PROPOSALS: In the event that the General Conditions of the Request for Proposals are contradictory to the Special Terms and Conditions, the most advantageous to the District will govern.

QUESTIONS: If there are any questions regarding any part of this solicitation, please contact the Business Office for clarification via email. Questions should be e-mailed to Marla.knaub@stisd.net.

ALL/GROUP OR NOTHING: Unless otherwise specified, the South Texas ISD will not accept an All/Group or Nothing Proposal, and/or minimum order deliveries or drop shipment conditions.

QUALITY ASSURANCE: A sample may be called for as part of the proposal evaluation. Samples should be furnished free of expense to the District and if not used or destroyed in examination and testing, will be returned to the offeror, if requested, at offeror's expense. Each sample must be marked with offeror's name, address and Request for Proposal's number reference.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

EXCEPTIONS/DEVIATIONS FROM SPECIFICATIONS AND/OR TERMS & CONDITIONS:

WARRANTY:

Please Describe: _____

DELIVERY:

REFERENCES:

School District	Contact Person	Phone No.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
GENERAL CONDITIONS FOR BIDDING
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

THE WORDS “BIDS, PROPOSALS, QUOTES” AND THEIR DERIVATIVE MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL BIDS, REQUEST FOR PROPOSALS, QUOTES, COMPETITIVE SEALED QUOTES, ETC. TO WHICH THEY ARE ATTACHED

- 1. INSTRUCTIONS TO BIDDERS:** Bidders shall carefully examine the specifications and other documents. Should the bidder find discrepancies in, or omissions from the specifications or other documents, or should he be in doubt as to their meaning, he should at once notify the District and obtain clarification by addendum prior to submitting any bid.
- 2. APPLICABILITY:** These conditions are applicable and form a part of all contract documents and a part of the terms and conditions of any bid submitted, unless, bidder takes exception in writing when submitting quotations.
- 3. BID SUBMISSION:** A signed, submitted bid constitutes an offer to perform work and/or deliver the products specified in the bid solicitation. Bids must be submitted on this form only and must reach the SOUTH TEXAS ISD Business Office, 100 Med High Dr., Mercedes, TX 78570 on or before 2:00 PM, Thursday, September 5, 2019. Submit one copy in a sealed envelope, plainly marked SEALED Proposal: RFP 20-004, DOCUMENT IMAGING, SHREDDING, & RETENTION SERVICES. Any proposal received later than the specified time, whether delivered in person or mailed, will be disqualified. It will be the responsibility of the bidder to deliver the bid to the o the Business Office before the bid opening time. South Texas ISD will not be responsible for delivering mail to the Purchasing Department from the post office. Vendors are advised to hand deliver all bids to the Purchasing office well in advance of the bid opening time. Late bids will be returned unopened. Bids are to be delivered to South Texas ISD F.O.B. Inquiries pertaining to this bid should be identified by title, date and bid number. In the event, you are unable to bid, please so indicate on this form and return to us.
- 4. SEALED BID:** Only sealed bids are acceptable. Faxed, emailed, or telephone bids will not be accepted by South Texas ISD.
- 5. ACCEPTANCE:** South Texas ISD reserves the right to accept or reject any or all bids, to waive all formalities in the bid process and to accept the offer considered most advantageous to the District.
- 6. ERROR/QUANTITY:** Bids must be submitted on units of quantity specified and extended to show total. In the event of discrepancies in extension, the unit price will govern.
- 7. ACCURACY OF BIDS:** It is specifically understood and provided that a bidder's proposal represents a true and correct statement of such proposal and contains no clause for claim of omission or error. Any bidder who is extended the privilege of withdrawing a bid because of having proven mechanical error in their bid will be removed from the bid list.
- 8. DELIVERIES:** All deliveries required in this bid will be freight prepaid, F.O.B. destination. Bid prices will include all freight and delivery charges. The South Texas ISD assumes no liability for goods delivered in damage or unacceptable condition. The successful bidder will handle all claims with carriers, and in case of damaged goods, will ship replacement goods immediately upon notification by District of damage.

- 9. PRICES:** Bid prices must be for a minimum of ninety (90) days from the date of bid closing. In the case of an annual contract bid request, the price must remain firm for the period specified. "Discount from List" bids are not acceptable unless specifically requested.
- 10. AUTHORIZED SIGNATURE:** Bids must show full firm name and address of bidder, and be signed. Failure to do so will disqualify bid. Person signing bid must show title or authority to bind his firm in a contract.
- 11. WITHDRAWAL OF BID:** Will not be allowed for a period of 60 days following the bid opening. No bid may be withdrawn after closing without acceptable reason in writing and with the approval of the Purchasing Agent.
- 12. ALTERING BIDS:** Bids cannot be altered or amended after bid closing. Alterations or interlineations made before bid closing must be initialed by bidder to guarantee authenticity.
- 13. INVOICES:** All invoices must be submitted for payment by the successful bidder to the South Texas ISD Accounts Payable, 100 Med High Dr. Mercedes, TX 78570.
- 14. CASH DISCOUNT:** Payment terms are Net 30 days given that the goods and/or services received are in satisfactory condition. Any discounts available to the District for early payment should be noted. Discounts may be considered in determining low bid.
- 15. TAXES:** The South Texas ISD is exempt from State sales tax. Taxes must not be included in the bid. Tax exemption certificates will be executed by the South Texas ISD and furnished upon request.
- 16. INSURANCE:** If insurance and/or workman's compensation is required by the District for said bid item(s), proof of insurance and/or workman's compensation should be submitted to the Purchasing Agent, prior to commencement of the project. The South Texas ISD reserves the right to review all insurance policies pertaining to bid item(s) to guarantee that the proper coverage is obtained by the bidder.
- 17. SPECIFICATIONS:** Specifications may be those developed by the Purchasing Department to represent items of regularly manufactured products.
- a. District specifications have been developed by the Purchasing Department to show minimal standards as to the usage, materials, and contents based on their needs.
 - b. Manufacturer's specifications, when used by the District, are to be considered informative to give the bidder information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.
- 18. EQUIVALENT CAUSE:** Whenever in any of the Conditions of Agreement, an article, or material, is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or District approved equal", if not inserted, will be implied. The specific article or material mentioned will be understood as indicating type, function, minimum standard of design, efficiency and quality desired, and will not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. If brand other than that specified is offered, complete descriptive information of said article must be included with the bid. If bidder takes no exception to specifications of referenced data, brand names, models, etc. as specified, must be available for inspection by District's personnel.
- 19. SAMPLES:** When called for, samples will be submitted with the bid unless stated otherwise. Samples will be delivered by the bidder to the attention of the Purchasing Agent, 100 Med High, Mercedes, TX 78570, prior to the opening of the bids, and placed in a location

designated for examination of such samples. Each sample will be clearly tagged to show the bidder's name, address, bid title and bid item number for which the sample is proposed.

- a. Additional samples needed for a bid to be evaluated properly will be delivered within five (5) working days from the time the vendor is notified by the Purchasing Department.
- b. Sample items from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items comparable to the sample.

20. EXCEPTIONS: All proposals must include a detailed statement of exceptions taken to any part of the request. Note any deviation from the specifications and submit those changed specifications as alternates.

21. WARRANTY CONDITIONS: Warranty conditions for all components will be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing. Bidder will be an authorized dealer, distributor or manufacturer for the product. All components bid will be new unless clearly stated in writing. All applicable warranty literature must be submitted with bid.

22. DELIVERIES/PENALTIES: Bid must show the number of calendar days required to place the materials in the possession of the South Texas ISD. Do not quote shipping dates. Failure to specify the delivery date will obligate bidder to complete delivery in two (2) weeks from the date the bid is awarded. Unrealistically short or undue long delivery promises may cause the bid to be disregarded. Consistent failure of a bidder to meet his delivery promises without a valid reason may cause removal from the bid vendor list.

23. DELIVERY TIME: Deliveries will be accepted only during normal working hours, 8:00 AM to 3:00 PM, Monday through Friday at the designated District facility, unless otherwise specified.

24. EVALUATION OF BID: All bid evaluations will take into account the following considerations: price, quality, suitability for the intended use, probability of continuous availability, vendor's service and date of proposed delivery and placement. It is not the policy of South Texas ISD to purchase on the basis of low bid alone. Quality and suitability to purposed being the controlling factors: it being understood that South Texas ISD reserves the right to arrive at such by whatever means South Texas ISD may determine in accordance with Texas Education Code 44.031.

25. REMEDIES: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of bidders.

26. ADMINISTRATIVE REMEDIES: Bidder agrees to exhaust its administrative remedies under District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

27. BID SUBMISSION: By submitting a bid, each bidder agrees to waive any claim it has or may have against South Texas ISD and its respective employees and officers and consultants and their respective employees and officers, arising out of or in connection with the administration evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.

- 28. CONTRACT FOR PURCHASE:** Contract for purchase will be put into effect by means of a District purchase order(s) executed by the South Texas ISD Business Office after bids have been awarded. Any additional agreement/contracts to be signed South Texas ISD will be included with the bid.
- 29. CONDITION:** Unless otherwise indicated, items will be new, unused and in first class condition and delivered in containers suitable for damage-free shipment and storage. South Texas ISD will not accept “factory seconds” or otherwise inferior goods and reserves the right to return such item(s) within thirty (30) days of receipt at vendor’s expense.
- 30. TIE BIDS:** Consistent and continued tie bidding on any commodity could cause for rejection of all bids by the District and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 31. PATENT RIGHTS:** The vendor agrees to protect the District from any claim involving patent right infringement of copyrights on goods supplied.
- 32. NO BID:** Vendors who do not bid are requested to notify the South Texas ISD Purchasing Department in writing if they wish to receive future bids. Failure to do so may result in their being deleted from District's vendor list.
- 33. UNRESPONSIVE VENDORS:** Bids from unresponsive vendors will not be accepted. Bidders having a history of inconsistent service and unreliability will not be considered by the District to be a responsible bidder.
- 34. CONTRACTS AND AGREEMENTS:** All contracts and agreements between Merchants and South Texas School District will strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1990 by the American Law Institute in the National Conference of Commissioners on uniform state laws. Reference: Uniform Commercial Code, 1990 Official Text.
- 35. QUESTIONS:** Any questions concerning this bid should be addressed to the Purchasing Department, South Texas Independent School District.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
SPECIAL TERMS AND CONDITIONS
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

This proposal will be awarded on an all or nothing basis.

- 1) Review, prepare, and amend, as required, a Records Retention Control Schedule, based on a listing of all records maintained by all departments or campuses at South Texas Independent School District, whether active or inactive. The schedule must be based on current Texas State Library and Archives Commission Local Retention Schedules, federal guidelines where applicable, and the recommendations of the South Texas Independent School District.
- 2) Process records according to the Texas State Archives Commission retention periods and meet the requirements of the State of Texas and South Texas ISD providing the following reports and correspondence at a minimum:
 - Records Management Plan
 - Ongoing Records Management Procedures
 - Records control schedules, ready for State Approval, alpha by department, and numeric
 - Physically open and review all data in boxes and provide identification, classification, sorting and boxing of all inactive records for retention or destruction
 - Inventory of records retained by alpha, by department and by box number
 - Inventory of records ready for destruction by alpha and department
 - "Request for Authorization to Destroy Expired Records", to be signed by the South Texas ISD Superintendent or his designee ready for State Approval
 - Listing of boxes of documents that can be destroyed in each subsequent year
 - Provide manual with the reports listed above
 - Company will maintain back-up of said reports
- 3) Using standardized boxes, provided by the District, measuring 12" x 15" x 10", clearly indicating the following information on each box:
 - An adequate description of each type of record
 - The responsible organization or department
 - Range, for example A-D or 1023-1128
 - Period covered: (start date and end date)
 - The year of records' origin
 - Date when records are eligible for destruction
- 4) Prepare a Letter of Destruction requesting permission from the Texas State Library and Archives Commission to destroy eligible records.
- 5) Destroy the files for which destruction permission has been granted by the Texas State Library and Archives Commission.

- 6) Produce an approved database, inventories, and destruction lists required to manage the records and meet the requirements of the State of Texas Local Records Act of 1989 and any changes or modifications thereto, current Texas State Library and Archives Commission Local Retention Schedules, and any other applicable rules and regulations.
- 7) Work to be done on site at the South Texas ISD Record Storage located at 100 Med High Drive, Mercedes TX, 78570 and any other facility as required.
- 8) Once proposal has been awarded, the District will contact the awarded vendor to arrange a processing (date to begin working on records) and destruction (date to come and secure records for destruction) timeline. Service calls will be made at the District's discretion and at various intervals. Therefore, flexibility is expected of the awarded vendor.
- 9) The awarded vendor should complement existing South Texas ISD Record Management Plan set-up.
- 10) Proposal pricing must be firm from October 1, 2019 through September 30, 2021, following Board of Trustees approval. This is a multi-year proposal. The District intends to award a **two-year contract** to the selected offeror, subject to availability of funds beyond the current fiscal year. The District intends to award multiple vendors under this category. **All offerors are required to submit firm proposal pricing for the proposal term specified herein and for one additional year beyond the proposal term specified herein.** The selected offeror's obligation to honor proposal pricing in the second year will be unconditional. However, the District will have no obligation to make payments or purchases in the second or third years from the selected offeror if, for whatever reason, it does not appropriate any monies to a special fund designated specifically for the purpose of making payments under the awarded proposal. This proposal is contingent upon actual need and funding. "Discount from List" proposals are not acceptable unless specifically requested. The second and third year terms are subject to Board of Trustees approval.
- 11) Vendor's failure to perform within the terms and conditions of this proposal will be cause for termination of contract within 30 calendar days written notice.
- 12) Please attach additional information that the proposing company feels should be considered.
- 13) All participating vendors must fill out the attached Proposal Sheet. Any costs associated with travel, lodging, etc. must be reflected separately and not as part of the "Records Processing Fee per Box and Binder" and the "Destruction Fee per Box" on the attached Proposal Sheet.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
DISCLOSURE OF KINSHIP
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

Type of business entity (*e.g., sole proprietorship, partnership, limited partnership, limited liability company, close corporation, publicly-held corporation, etc.*):

Registered name of partnership/corporation:

Business entity does business as:
(Attach a copy of d/b/a certificate)

Is bidder an employee of South Texas ISD? ___yes ___no

If yes, please provide the following information.

Bidder's name: _____ Position: _____

Campus/Department employed _____

Physical address of principal place of business: _____

Mailing address: _____

Phone: () _____

Fax: () _____

E-mail address: _____

All business entities must complete both sections below.

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
DISCLOSURE OF KINSHIP
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

SECTION 1

- No owner or operator of the business entity named herein has any relatives serving in the South Texas ISD School Board of Trustees.

- The business entity named herein is owned or operated by the following person(s) who has/have relative(s) serving in the South Texas ISD School Board of Trustees:

Name of business owner/employee: _____

Name of South Texas ISD Trustee: _____

Relationship: _____

Name of business owner/employee: _____

Name of South Texas ISD Trustee: _____

Relationship: _____

SECTION 2

- No owner or operator of the business entity named herein has any immediate family members employed by the South Texas ISD.

- The business entity named herein is owned or operated by the following person(s) who has/have immediate family members employed by the South Texas ISD

Name of business owner/employee: _____

Name of South Texas ISD Employee: _____

Position of South Texas ISD Employee: _____

Campus/Department of South Texas ISD Employee: _____

Relationship: _____

Name of business owner/employee: _____

Name of South Texas ISD Employee: _____

Position of South Texas ISD Employee: _____

Campus/Department of South Texas ISD Employee: _____

Relationship: _____

Date _____ Signature-Company Official _____

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
DISCLOSURE OF PROPERTY OWNERSHIP
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

Please note: whether a vendor owns or does not own property in the South Texas Independent School District will not disqualify vendor from receiving a proposal award.

Are you a taxpayer of the South Texas Independent School District?

Yes No

If yes, please provide the following (attach a separate sheet if necessary).

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Property Name as Listed: _____

Physical Address: _____

Property Identification Number: _____

Date

Signature-Company Official

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

PROPOSAL SHEET

The South Texas ISD is interested in selecting one vendor, offering the lowest overall price, to provide materials and labor as specified to establish information and to secure a source for the processing and destruction of District records in order to comply with the Texas State Library and Archives Commission, Local Retention Schedules, federal guidelines and purchasing guidelines as described in the bid terms, conditions and specifications.

RECORD RETENTION AND MANAGEMENT SERVICE \$ _____
 Year One on-site time and travel

RECORD RETENTION AND MANAGEMENT SERVICE \$ _____
 Year Two on-site time and travel

Records Processing Fee – Box	\$ _____ unit price	\$ _____ number of boxes	\$ _____ total price
Records Processing Fee – Binder	\$ _____ unit price	\$ _____ number of binders	\$ _____ total price
Records Processing Fee – Bin	\$ _____ unit price	\$ _____ number of bins	\$ _____ total price
Records Shredding Fee – Box	\$ _____ unit price	\$ _____ number of boxes	\$ _____ total price
Records Shredding Fee – Binder	\$ _____ unit price	\$ _____ number of binders	\$ _____ total price
Records Shredding Fee – Bin	\$ _____ unit price	\$ _____ number of bins	\$ _____ total price
Records Retention Fee – Box	\$ _____ unit price	\$ _____ number of boxes	\$ _____ total price
Records Retention Fee – Binder	\$ _____ unit price	\$ _____ number of binders	\$ _____ total price
Records Retention Fee – Bin	\$ _____ unit price	\$ _____ number of bins	\$ _____ total price

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT
ACCEPTANCE FORM FOR
DOCUMENT IMAGING, SHREDDING & RETENTION SERVICES

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.

FIRM NAME

DOING BUSINESS AS (DBA)

ADDRESS

CITY/STATE/ZIP+4

TELEPHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

SIGNATURE OF COMPANY OFFICIAL AUTHORIZING THIS BID

COMPANY OFFICIAL (PRINT NAME)

OFFICIAL POSITION

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	<small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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 backup 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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship 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 completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Definitions and Instructions for Completing Form 1295

South Texas ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits South Texas ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties – Form 1295 to South Texas ISD at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

As a “business entity,” all vendors must electronically complete, print, sign, notarize and submit Form 1295 with their proposals or contracts even if no interested parties exist.

Proposers must file Certificate of Interested Parties – Form 1295 with the Texas Ethics Commission using the following online application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

- Proposers must use the filing application on the Texas Ethics Commission’s website (see link above) to enter the required information on Form 1295.
- Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be printed and then signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be filed with South Texas ISD by including a copy of the completed/notarized form with the proposal response.
- South Texas ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract.
- After South Texas ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven (7) business days after receiving notice from South Texas ISD.

Instructions to Vendors:

1. Read these instructions,
2. Go to the Ethics Commission Website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
3. Register and complete Form 1295 online -include the proposal number and the contract/RFP name,
4. Print a copy of the submitted Form 1295 and have it notarized -it will have a certification # in the top right corner,
5. Include a copy of the completed, signed and notarized Form 1295 with the proposal response.

Definitions:

- **Contract** means a contract between South Texas ISD and/or its cooperative members and a business entity at the time it is voted on by the South Texas ISD Board of Directors or at the time it binds South Texas ISD, whichever is earlier, and includes an amended, extended, or renewed contract.
- **Business Entity** includes an entity through which business is conducted with South Texas ISD and/or its cooperative members, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or State agency.
- **Controlling Interest** means:
 - 1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds ten percent (10%);
 - 2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than ten (10) members; or
 - 3) service as an officer of a business entity that has four (4) or fewer officers, or service as one of the four (4) officers most highly compensated by a business entity that has more than four (4) officers. This section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.
- **Interested Party:** a person who:
 - 1) has controlling interest in a business entity with whom South Texas ISD and/or its cooperative members contracts; or
 - 2) actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.
- **Intermediary:** a person who actively participates in the facilitation of the contract or negotiation the contract, including a broker, advisor, attorney, or representative of or agent for the business entity who:
 - 1) receives compensation from the business entity for the person’s participation;
 - 2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - 3) is not an employee of the business entity.
- **Signed** includes any symbol executed or adopted by a person with present intention to authenticate a writing, including an electronic signature.
- **Value** of a contract is based on the amount of consideration received or to be received by the business entity from the South Texas ISD and/or its cooperative members under the contract.

Resources:

Form 1295 Frequently Asked Questions:

- https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html

Instructional Video – First Time Business User:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/FirstLogin-Business/Form1295Login-Business.html>

Instructional Video – How to Create a Certificate:

- <https://www.ethics.state.tx.us/filinginfo/videos/Form1295/CreateCertificate/CreateCertificate.html>

**South Texas Independent School District
Vendor Certifications**

1. 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.

Initial where applicable.

- A. My company is a publicly-held corporation; therefore, this reporting requirement is not applicable
- B. My company is not owned nor operated by anyone who has been convicted of a felony
- C. My company 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): _____

2. Criminal History Record Information Review of Certain Contract Employees

By signing below, the Bidder agrees to comply with Section 22.0834. Criminal History Record Information Review of Certain Contract Employees, Texas Education Code if awarded a contract through this solicitation. The undersigned Bidder, if awarded a contract, shall obtain criminal history record information through the criminal history clearinghouse as provided by Section 411.0845, Government Code relating to an employee or applicant who has or will have continuing duties related to the contracted services; and the employee or applicant has or will have direct contact with students. The Bidder agrees to certify of the receipt of criminal history record information before or immediately after employing or securing the services of the employee or applicant that has or will have continuing duties related to the contracted services if the employee or applicant has or will have direct contact with students. The Bidder further agrees that if awarded a contract, shall assume all expenses associated with the criminal background check and shall immediately remove any employee or agent who was convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law, from District property or the location where students are present.

- None of my employees and any of my subcontractors has or will have continuing duties related to the contracted services; and has or will have direct contact with students. I further certify that my company has taken precautions or imposed conditions to ensure that my employees and any subcontractor will not have continuing duties related to the contracted services; and will not have direct contact with students throughout the term of the Contract.

OR

- Some or all of my employees and/or my subcontractors will have continuing duties related to the contracted services; and will have direct contact with students. I further certify that:

3. Debarment and Suspension

By signing below Contractor certifies that neither it nor its principals are currently listed on the government-wide exclusions in SAM as debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractor further agrees to immediately notify the District if he/she is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

4. Confidential/Copyrighted Information

By signing below, the Contractor agrees, if a bid is, or parts of bid is confidential, the Contractor has specified by stamping in bold letters the term "**CONFIDENTIAL**" on all or the confidential part of the bid. The bid may be considered public information even though all or parts are marked confidential. Furthermore, Contractor agrees a copyrighted bid is unacceptable and will be disqualified as unresponsive.

5. Declaration of Business Location- TEC 44.031(b)(8)

By signing below, Bidder certifies the Bidder's or the Bidder's ultimate parent company or majority owner:

- A. Has its principal place of business in the State of Texas; **OR**
- B. Employs at least 500 persons in the State of Texas; **OR**
- C. Principal place of business is not in the State of Texas: _____
(City, State)

**South Texas Independent School District
Vendor Certifications**

6. Owner(s) Name of Business

By signing below, Bidder certifies the owner(s) name of the business submitting bid is/are: (Please print name(s) below. If not applicable, please indicate N/A)

7. Delinquent Taxpayers

In accordance with law, the District shall not enter a contract or other transaction with a person indebted to the District, nor shall the District award a contract to or enter into a transaction with an apparent low bidder or successful proposer indebted to the District.

- I am not a delinquent taxpayer to South Texas ISD
- I am a delinquent taxpayer to South Texas ISD (Your bid may be disqualified if your debt is not cleared prior to award.)

8. Texas Historically Underutilized Businesses (HUB)- TEC 44.031(b)(6) or Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firm

Contractor certifies the Bidder's company is HUB certified with the State of Texas.

- I am an active certified HUB vendor. HUB expiration date: _____
- Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms
- I am neither.

9. Buy American Provisions

By signing below, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

10. Prohibition on Contracts with Companies Boycotting Israel- HB89

By signing below, pursuant to Section 808.001, Texas Government Code, {Vendor} represents and warrants to the District that {Vendor} does not boycott Israel and will not boycott Israel during the term of This Agreement.

11. Non Collusion Statement

By signing below, {Proposer} certifies and represents to South Texas ISD that {Proposer} has not offered, conferred, or agreed to confer any pecuniary benefit, as defined by Section 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the {Proposer} also certifies and represents that {Proposer} has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the {Proposer} certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the South Texas School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal; the {Proposer} further certifies and represents that {Proposer} has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the South Texas Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the South Texas Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal; the {Proposer} certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District's selection of a contractor for this RFP.

12. Prohibition on Contracts with Companies Engaged with Iran, Sudan or Foreign Terrorist Organization- SB252

**South Texas Independent School District
Vendor Certifications**

By signing below, {Vendor} hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

13. Applicable to Grants, Subgrants, Cooperative Contracts, and Contracts Exceeding \$100,000 in Federal Funds

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 Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract.

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 Contract, 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.

Vendor Name: _____

Address, City, State, Zip Code: _____

Phone Number: _____

Printed Name of Authorized Representative: _____

Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____