

LOWER VALLEY WATER DISTRICT

Request for Proposal for Multi Copier Lease Services RFP No. 24-0502-05

The Lower Valley Water District ("LVWD" "District") is requesting proposals from qualified and experienced firms to provide multi copier lease services. Submission packages are available through the General Manager's Office located at 1557 FM 1110, Clint Texas, 79836, or viewed at www.lvwd.org. The Purchasing Department can be reached by e-mail at purchasing@lvwd.org, or by calling 915-974-4800. All issued addendums to this RFP will be communicated through the District's website at www.lvwd.org.

Sealed proposals are due and must be submitted by 3:00 P.M./local time, on Thursday, May 2, 2024, at which time only the names of the proposers will be read aloud.

Sealed proposals must be clearly marked **Request for Proposal for Multi Copier Lease Services; RFP No. 24-0502-05** and delivered (submitted) to Lower Valley Water District, 1557 FM 1110, Clint Texas, 79836, on the date and time noted above. **Late or faxed RFP's will not be accepted.**

Proposers are encouraged to schedule site visits the week of **April 15th through April 19th**. Site visits may be scheduled by email at purchasing@lvwd.org. The purchasing department will e-mail confirmation date to e-mail provided by vendor.

The District will receive questions from site visits or from this RFP document and will address in form of an Addendum on **Wednesday, April 24, 2024, local time**. All questions must be received prior to the posting of the Addendum.

The Lower Valley Water District retains the right to accept or reject any and all RFP(s), to waive the technicalities, and select the RFP(S) which are in the best interest of the District.

Purpose & Objectives of the Request for Proposal (RFP):

The purpose of this RFP is to invite qualified Printer Manufacturers ("Supplier(s)") to prepare and submit competitive proposals to the Lower Valley Water District (LVWD) to provide multi-function laser printers with copy, print, scan and optional fax functionality along with products and support all in accordance and requirements of LVWD's further detail in this RFP.

LVWD is seeking proposals for a supplier who provides the best solution for the District's copying, printing, scanning and faxing needs. Currently the District pays a fixed monthly fee per machine which includes maintenance and per-print charge with an annual cost of \$45,000.00.

The District is seeking to decrease the annual cost by leasing printers' custom to meet the needs of the different departments.

The overall objective of this RFP is to select a Supplier (Company-Vendor) to assist LVWD in obtaining the best, most cost-effective and efficient procurement program for Multi Copier (Laser Printers) Lease Services, related goods, services and supplies. In addition, Qualified proposers are

invited to submit proposals based on the information provided in this RFP with the intent to establish a 36-, 48-, or 60-Months Lease Agreement with a \$1 option buyout terms.

There are no minimum or maximum guarantees in this RFP. However, based on LVWD's historical spend, the Proposer shall provide the best pricing for this RFP in Goods and/or Services.

Scope of Work:

1. The intent is to have one or more suitability sized, high functioning multi-laser copiers in place at each site or department. The District currently has copiers at the following locations 1557 FM 1110, 13302 Gateway East and 12798 Williams Street. All sites are in the Town of Clint, County of El Paso Texas. A total of ten (10) departments have access to a copier, distributed within the above site locations.
2. The Successful Proposer must offer new equipment from the same manufacturer.
3. All equipment shall have access to PIN code and/or mailbox secured access for users.
4. A number of printers must include fax routing via email options. If this is at an additional cost, the proposer must clearly quote such cost.
5. Machines must scan documents at high quality and as color images where applicable.
6. All equipment must be delivered and install three (3) weeks from agreement execution with awarded vendor.
7. At the end of the award, the proposer will remove all equipment in coordination with LVWD's needs and at no cost to LVWD. Proposer shall remove equipment within 30 days after LVWD Notification.

Help Desk:

The successful proposer will:

1. Provide a single point of contact for LVWD's IT Department.
2. Have unlimited phone support on initial service calls during normal business hours 7:00 A.M. to 6:00 P.M., Mountain Standard Time, Monday through Friday. Proposer must disclose after business hours and weekend rates (if available).
3. Have unlimited network support during normal business hours as noted above.

Installation:

1. The successful proposer will ship, deliver and install all equipment and any necessary supplies at no cost to the District.

2. Installation includes unboxing, setting up, testing and removing all packaging materials from LVWD's sites.
3. The proposer must test all copiers (equipment) functionality to ensure proper working order at the installation site. If any components are defective, the installer will obtain replacement parts.

Maintenance and Repair:

The proposer will:

1. Respond to a request for repairs within one hour.
2. Complete repairs within four hours after the initial response.
3. Maintain an adequate supply of spare components to minimize equipment downtime.
4. Provide a free loaner machine of equivalent or greater capacity when existing equipment will be out of service for longer than 48 hours.
5. Replace machines if excessive breakdowns occur. The proposer will specify the parameters of excessive breakdowns and approved by LVWD.
6. Have total responsibility for the disposal of repair parts, supplies and packaging.
7. Supply LVWD with an electronic call completion notification.

Manufacturer Authorization:

1. The proposer must be an authorized dealer for the equipment bid.
2. Manufacturer-authorized technicians shall perform all warranty or maintenance services.
3. Trained service personnel will provide installation, training, maintenance, and repairs. Service personnel shall be direct employees of the proposer.

Reporting:

1. The proposer is required to submit usage and repair reports once per year to member of the IT Department.
2. The proposer must provide the IT department with monthly usage reading per copier.

Training:

Proposer must provide training to all LVWD's staff as required, specifically;

- a) Initial on-site user training covering general usage, available functions, setting changes and how to deal with minor equipment malfunctions, changing toner, installing staples, clearing jams, all functional options, et cetera.
- b) Provide additional on-site user training session to LVWD's IT Department as needed.
- c) Provide an operator's manual with each copier machine.

Proposal Submittal Structure Instructions:

Proposal must include the following in their submittals;

1. Cover Letter
2. Firm's Qualifications and Capacity
3. Firm's proposed equipment
4. Firm's equipment functionality information
5. Firm's Cost Schedule

Firm's Proposal Format:

1. Place your firm's name on each page and number all pages consecutively.
2. Use tables in presenting information to facilitate the evaluation team's review.
3. Submit one original (with pages marked original), two (2) printed copies and one USB Flash Drive.

Evaluation:

- a) Proposed Hardware – The overall quality of the equipment offered to include reliability, productivity and compliance with minimum features specified.
- b) Experience and Capabilities of Offeror - The overall experience level of the offeror and demonstrated capabilities. This includes experience of offeror and ability to provide a high-level of service as demonstrated in response to this RFP. The financial strength of the offeror shall be reviewed to ensure long-term viability. The ability of the offeror to present a clean and streamlined key-personnel relationship.
- c) Cost of Solution – The overall lease cost.

- d) Method of Approach – The overall program offered and the ability of the program to support the goals and objectives of the District with regards to all devices and services required. The method of approach of the submitting firm on how the actual scope of work shall be performed and administered. Any additional services offered that add value to the overall offer presented shall be considered.
- e) Responsiveness – The ability of the offeror to provide all information at time of proposal submittal. The ability of the offeror to accept the terms and conditions (Appendix A) of this RFP that will become the governing documents of this contract.

Forms - Appendix A

1. Bid Acknowledgement Form
2. Prohibition on Lobbying or Solicitation Acknowledgment Form
3. Conflict of Interest Questionnaire (Form CIQ)
4. W-9

LVWD's Standard Terms and Conditions – Appendix B

APPENDIX A

- Bid Acknowledgement Form
- Prohibition on Lobbying or Solicitation Acknowledgement Form
- Conflict of interest Questionnaire (Form CIQ)
- W-9 Form

LOWER VALLEY WATER DISTRICT

**Request for Proposal for
Multi Copier Lease Services
RFP No. 24-0502-05**

**BID ACKNOWLEDGEMENT
FORM**

"The undersigned affirms that he/she is 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."

COMPANY'S NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

BIDDER (Signature): _____

BIDDER (Print Name): _____

POSITION with Company: _____

SIGNATURE of Company
Official Authorizing this Bid: _____

Company Official (Print Name): _____

Official Position: _____

The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her bides) includes all changes resulting from said addenda.

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

ADDENDUM NO. _____ DATE _____

Please provide name and title of any employee of your firm who may have acted as a consultant in the preparation of this bid:

LOWER VALLEY WATER DISTRICT

PROHIBITION ON LOBBYING OR SOLICITATION ACKNOWLEDGEMENT FORM

**Request for Proposal for
Multi Copier Lease Services;
RFP No. 24-0502-05**

The Lower Valley Water District has implemented a procedure prohibiting lobbying, contacting or soliciting District staff members or members of the Board of Directors during the selection process.

The undersigned acknowledges the district procedure and certifies that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby District staff members, members of the Board of Directors regarding the above mentioned solicitation from the date of Board of Directors authorization to solicit proposal through final action of this solicitation by the Board of Directors.

Firm Name

Address

City/State/Zip

Telephone Number

Name of Representative

Title of Representative

Signature of Representative

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>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.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

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					
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or					
Employer identification number					
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	-				

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 ▶

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.

APPENDIX B

- LVWD Standard Terms and Conditions

LOWER VALLEY WATER DISTRICT STANDARD TERMS AND CONDITIONS

The following constitute the Standard Terms and Conditions of the Lower Valley Water District. Some of these Standard Terms and Conditions may not be applicable to a specific solicitation, proposal, ITB, Qualification Quotes, or other solicitations the district covers. To the extent each of the terms and conditions is applicable, these shall be deemed to be part of the solicitation documents. If there are specific terms and conditions contained in the solicitation documents which are inconsistent with the Standard Terms and Conditions, the specific terms and conditions in the solicitation documents shall control.

1. Solicitation Acceptance: Contractor acknowledges and agrees that this solicitation is not a contract or an offer to contract. If awarded, this solicitation may result in a contract between the Lower Valley Water District ("LVWD") and Contractor to furnish the goods and/or services in accordance with the terms and conditions specified herein. Unless otherwise specified in the Special Terms and Conditions or specifications, Contractor shall not deliver substitutes or inferior materials without prior written authorization from LVWD.

2. District Reservations: LVWD makes no warranty or guarantee that an award will be made as a result of this solicitation. LVWD reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this solicitation with one or more Contractor(s); (b) reject any and/or all solicitations before or during the solicitation process; (c) reject or cancel an awarded solicitation or proposal, even after board approval, but prior to completion of signed written contract, if deemed to be in the best interest of the District; (d) reissue any proposal and/or procure any item by other means; (e) waive any formalities and procedural requirements; (j) reject any proposal because of unbalances unit prices; (k) specify approximate quantities (l) Any proposal that fails to comply with the requirements contained in this solicitation may be rejected by the District, in LVWD's sole discretion.

3. Release of Award: No contract shall be created, express or implied, until a final written contract is issued and signed by an individual authorized by the Lower Valley Water District. During the contract process, LVWD does not release the awarded vendor information until the contract is fully executed. This process is in place to make sure that all required documentation from the awarded vendor is received. Once a contract is fully executed, the information is made public or available through the open record process.

4. Award: It is the intent of the district to award all or none, but the Lower Valley Water District reserves the right to award section by section or item by item, whichever is in the best interest of the District.

5. Protest of Award: In the case of a protest or dispute of an action taken by the Department of Purchasing any vendor may write a letter outlining any concerns which may exist to:

Lower Valley Water District
Office of the General Manager
1557 FM Road 1110

Clint, Texas 79836

6. Termination and Transition: If this Agreement terminates for any reason, at LVWD's option, Contractor will continue to perform its duties and obligations in accordance with the terms of this Agreement until LVWD contracts with a new qualified and experienced vendor(s) to perform the duties and obligations or is able to perform the duties and obligation in-house; provided, that, Contractor will not be required to continue performing its duties and obligations under this Agreement immediately or no more than one hundred and twenty (120) days after termination of this Agreement. Contractor will cooperate with, and assist, LVWD's efforts to transition the duties and obligations under this agreement an alternative vendor(s) or to perform the duties and obligations in house.

7. Prohibition on Contracts with Companies Boycotting Israel: Lower Valley Water District cannot enter into a contract with any individual and/or company for goods or services unless the contract contains a written verification from the company that it (1) does not boycott Israel; (2) will not boycott Israel during the term of an awarded contract under the terms of Section 2270 of the Texas Government Code. Should the individual and/or company during the term of the agreement boycott Israel, immediate notification is required to LVWD's Purchasing Department. I hereby certify that I and/or my company will adhere to Section 2270 of the Texas Government Code, PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

8. Taxes: The Lower Valley Water District is exempt from all local, state and federal taxes. Tax exemption certificates will be provided upon request.

9. Contractors of Packaged: Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Contractor's name and address; (b) Consignee's name, address, purchase order number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. LVWD's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

10. Shipment Under Reservation Prohibited: Contractor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

11. Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the District until LVWD receives and takes possession of the goods at the point or points of delivery. Contractor understands and agrees they will bear at its sole risk and responsibility, any cost due to any losses, damages, injuries, claims, fees, fines, penalties and expenses (including legal fees) of every kind that relate to the use, operation, ownership, possession, or condition of your product/service.

12. Delivery Terms and Transportation Charges: All deliveries shall be freight prepaid FOB destination with solicitation prices reflecting freight and delivery charges to locations within the District, unless otherwise described in the Special Terms and conditions or specifications of this solicitation. LVWD agrees to reimburse Contractor for transportation costs in the amount specified in the solicitation, or actual costs,

whichever is lower, if the quoted delivery terms do not include transportation costs, provided LVWD shall have the right to designate what method of transportation shall be used to ship the goods.

13. No Placement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of this solicitation as to time of delivery, quality and the like. All delivered equipment, materials or merchandise must be new, unused, and in the manufacturer's original packing unless otherwise specified. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Contractor may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

14. Purchase Authorization: The District will purchase goods by means of official district purchase order form which are to be authorized by signature from the Director of Purchasing or a Purchasing Agent. The District will not honor purchases without the proper authorization.

15. Purchase Order: The District may issue a purchase order(s) as needed as a result of the solicitation. No deliveries will be accepted without a corresponding valid purchase order. Delivery must occur within thirty (30) days after receipt of order (ARO) unless otherwise specified on the District purchase order. Failure to deliver awarded merchandise within thirty (30) days will cancel the order. The place of delivery shall be set forth on the purchase order.

16. Purchase Order Modifications: LVWD reserves the right to make changes to issued Purchase Orders as needed by LVWD.

17. Invoices and Payments:

- a. The vendor/contractor should electronically mail invoices to Lower Valley Water District via PAYABLES@LVWD.ORG. To avoid delays in payment, reference the Purchase Order Number in the email subject line and on the invoice. Invoices may also be mailed to P. O. Box 909, ATTENTION: Payables, Clint, TX 79836. Invoices will be paid net 30 from the date that the payables department receives the invoice by mail or E-mail. To avoid delays in payment, reference the Purchase Order Number on the invoice. Invoices that do not reflect a Purchase Order Number are subject to non-payment; reference. Invoices should be itemized and reflect Bid Number.
- b. Do not include Federal Tax, State Tax, or City Tax. The District will furnish a tax exemption certificate.
- c. LWD's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render any contract or Purchase Order issued under this solicitation null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Contractor by Buyer.

18. Gratuities: LVWD may, by written notice to the Contractor, cancel any contract awarded under this solicitation without liability to contractor if it is determined by LVWD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent, or representative of the Contractor, to any officer or employee of the District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled

by LVWD pursuant to this provision, LVWD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

19. **Special Tools and Test Equipment:** If the price stated on the solicitation, includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property LVWD and to the extent feasible shall be identified by the Contractor as such.

20. **Warranty Price:**

- a. The price to be paid by the District shall be that contained in Contractor's solicitation which Contractor warrants to be no high than their current prices on orders by other for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, LVWD may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

21. **Warranty Products:** Contractor shall not limit or exclude any implied warranties and any attempt to do shall render any contract or Purchase Order issued by Lower Valley Water District voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All equipment items awarded as a result of the solicitation will be covered by all parts and labor warranty, including any/all transportation charges, for a minimum period of one (1) year, or as specified in the Special Conditions section of this solicitation.

22. **Safety Warranty:** Contractor warrants that the product sold, shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, LVWD may return the product for correction within a reasonable time requested by LVWD or 30 days whichever is shorter, correction may be made LVWD at Contractor's expense.

23. **No Warranty by Buyer Against Infringements:** Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this solicitation will give rise to the rightful claim of any third person by way of infringement or the like. LVWD makes no warranty that the production of goods according to the specifications will not give rise to such a claim, and in no event shall LVWD be

liable to Contractor for indemnification if in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify LVWD to this effect in writing within two weeks after the signing of this agreement. If LVWD does not receive notice and is subsequently held liable for the infringement or the like, Contractor will hold LVWD harmless. If Contractor in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void.

24. **Right of Inspection:** LVWD shall have the right to inspect the goods at delivery before accepting them.

25. **Cancellation:** LVWD shall have the right to cancel for default all or any part of the undelivered portion of any Purchase Order created by the solicitation if Contractor breaches any of the terms hereof including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

26. **Termination:** The performance of work under this solicitation may be terminated in whole or in part by LVWD in accordance with this provision. Termination of work hereunder shall be effective by the delivery to the Contractor of 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. Such right of termination is in addition to and not in lieu of rights of LVWD.

27. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this solicitation or the contract awarded as a result of this solicitation, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as herein provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, acts of war, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, arrests, restraint of government and people, civil disturbances, explosions, strikes, lockouts, or other industrial disturbances, breakage or accidents to machinery, pipelines or canal, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party of parties when such settlement is unfavorable in the judgment of the party having the difficulty.

28. **Assignment Delegation:** No right or interest shall be **assigned**, or delegation of any obligation may be made by Contractor without the written permission of the District. Any attempted assignment or delegation by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this solicitation.

29. **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

30. **Interpretation Parole Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this solicitation or any contract issued as part of this solicitation. Acceptance or acquiescence in a course of performance rendered under this solicitation shall not be relevant to determine the meaning of any agreement between the parties even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used, the definition contained in the Code is to control.

31. **Applicable Law:** This solicitation shall be governed by the laws of the State of Texas and, where applicable, the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

32. **Advertising:** Contractor shall not advertise or publish, without LVWD's prior consent, the fact that LVWD has entered into a contract with Contractor, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

33. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in El Paso County, Texas.

34. **Prohibition Against Personal Interest in Contracts:**

- a. Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with LVWD, shall before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on public. However, if the majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation.
- b. No employee of LVWD will have a direct financial interest in any contract with the LVWD, nor will an employee have a direct financial interest in the sale to LVWD of any land, equipment, supplies, and materials, or services. Any violation of this policy will render the contract involved void, unless such contract or sale is approved by the Board of Directors after full disclosure.

35. **Contractor Responses:**

- a. Contractors are encouraged to submit bids on any or all items or services their firms can provide. The award will be made to the Contractor who submits a response, as per solicitation specifications, which is the most advantageous and best value to the LVWD. All prices are to be your lowest and best net price, F.O.B. destination, on each item. Unit price for each item offered need to include all applicable discounts. In case of error in extension, unit price will govern.

- b. Bids will not be accepted, unless the **Proposal Acknowledgement Form** of the bid is complete and contains an original signature, in blue ink, by an authorized representative of the company. Each bid form response shall be typewritten or handwritten in ink. Unsigned bids will be considered a NO BID.

36. Estimated Quantities: The quantities shown on the bid form are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate. LVWD has no commitment to the Contractor to purchase a specific quantity until a contract and/or Purchase Order is issued. Any increase in quantities will be paid for at the quoted bid price, unless required by law to be re-bid. It is further understood that the supplier will not have any claim against the District for the purchase of quantities less than the estimated amount.

37. Product Standards: When a brand name and identification number are shown on the solicitation form, they indicate an acceptable standard, the features of which must be considered when bidding equals. This brand name is used only to establish a quality level, and basic features required. Submittals on equivalent or better items are encouraged but must be accompanied with appropriate information for evaluation purposes. Failure to include such information will disqualify the response on that item being offered. If other than brand(s) specified is offered, complete descriptive information in literature form of each item being offered must be included with your submittal. If Contractor takes no exception to specifications of reference data, he will be required to furnish brand names, models, etc., as specified.

38. Products Samples and Presentations: Samples and/or Presentations for evaluation purposes must be provided, at no cost or obligation to the LVWD, within five (5) days of request unless specified otherwise in the Line Item, Specification, and/or Special Terms and Conditions. LVWD has the right to use, test, and destroy any samples received unless, otherwise noted by the Contractor. Samples will be returned by request only at the Contractor's expense. Each sample submitted should be labeled with Contractor's name, solicitation name, solicitation number, and item number.

39. Awarding of Bids: The recommendation for awarding bids or proposals shall include an assessment of at least the following:

- a) Individual item price
- b) Total price of all items
- c) The total long-term cost to LVWD to acquire the vendor's goods or services
- d) Delivery dates
- e) Terms and conditions
- f) The quality of the vendor's goods or services
- g) The extent to which the goods or services meet the LVWD's needs
- h) Safety features
- i) The reputation of the vendor and of the vendor's goods or services
- j) The vendor's past relationship with the LVWD
- k) Transportation charges
- l) Good business practices
- m) Conformance to appropriate local, state, and federal ordinances, statues and regulations
- n) Any other relevant factor specifically listed in the request for bid or proposal.

40. **Price Per Unit:** Unit prices are to be based on the unit of measure requested on the bid form provided such as each, pound, serving, pair, gross, foot, pint, gallon or ounce. Failure to do so will disqualify the bid on that item. **All charges, including delivery charges must be included in the bid price.**

41. **Non-appropriations Clause:** This solicitation and any subsequent agreement is subject to the appropriation of funds by LVWD in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this solicitation. The obligation of LVWD pursuant to this solicitation in any fiscal year for which this solicitation is in effect shall constitute a current expense of LVWD for that fiscal year only and shall not constitute an indebtedness of LVWD monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this solicitation, this solicitation and any subsequently issued Purchase Order or contract shall be terminated.

42. **Failure to Honor Bid Prices:** Any vendor failing to honor a bid submitted or delivers items not meeting specifications may be removed from the bid list for a period of two (2) years. Items delivered not as specified on the award will be the responsibility of the vendor to recover and credit to LVWD at no expense to the LVWD.

43. **Solicitation Withdrawal:** Any request to withdraw a hard copy response prior to the scheduled time of opening must be submitted in writing to the Purchasing Department.

45. **Request for Interpretation and Clarification:** If Contractor is in doubt as to the meaning of any part of the solicitation, a written request to the Purchasing Department of the interpretation in question will be required as stated in the solicitation prior to the opening of the solicitation. The person submitting the request will be responsible for its prompt delivery.

44. **Failure to Meet All Terms and Conditions:** Failure to meet all Terms and Conditions will constitute grounds for canceling the Contractors solicitation.

45. **Material Safety Data Sheets (MSDS):** The District requires product verification in the form of MSDS reports for all items for which the MSDS are available. MSDS shall be submitted at the time of the solicitation opening and with each delivery of those products. MSDS shall be submitted for any alternate products submitted.

46. **Deviations:** List any deviations from the specification on appropriate form or section of the solicitation.

47. **Contractor Responsibilities:** By submitting a proposal, Contractor certifies that it understands this Solicitation and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Contractor also certifies that it understands that all costs relating to preparing a response to this solicitation will be the sole responsibility of the Contractor.

48. **Texas Public Information Act:** Upon execution of a final agreement, LVWD will consider all information, documentation, and other materials requested to be submitted in response to this solicitation, to be of a non-confidential and non-proprietary nature and, therefore, subject to public

disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Contractor will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

49. **Delegation:** If selected by LVWD, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

50. **Authorization:** If selected by the District, Contractor will not delegate any of its duties or responsibilities under this solicitation or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

51. **Indemnification:** Contractor shall comply with the requirements of all applicable laws, rules, and regulations and shall exonerate, indemnify and hold harmless the Lower Valley Water District ("LVWD") from all Liability or Damages resulting from failure to do so. In addition, the Contractor agrees to keep, save and hold the LVWD harmless from any and all actions, liabilities, damages, judgments, costs and expenses including reasonable attorney's fees, in case an action is filed or does in any way accrue against LVWD, its officials, officers, and employees in consequence of the contract for any negligent act or omission of the vendor in the provision of merchandise under the contract, or that may result from the carelessness or lack of skill of the Contractor or the Contractor's agent, contractors, assigns, or employees. In the event a judgment is recovered against the LVWD for any such liability, costs or expense, such judgment shall be conclusive against the vendor. It is specifically understood and agreed by the Contractor that such indemnity is indemnity by the Contractor to indemnify and protect LVWD from Liability, Claims, Suits, Losses, Damages or Cause of action to the Contractor's Negligence, Error or Omission.

52. **Penalties for Non-Performance:** If at any time, the Contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, LVWD reserve the right to:

- a. Purchase on the open market and charge the contractor the difference between contract and actual purchase price, or
- b. Reduce such charges from existing invoice totals due at the time, or
- c. Cancel the contract within thirty (30) days written notification of intent.

53. **Certification Regarding Debarment:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by LVWD.

54. **Insurance Requirements:** The contractor will carry and will request its subcontractors to carry the following insurance certification with companies authorized to do insurance business in the State of Texas in the amounts not less than the following minimum limits of coverages shown and under the conditions noted before any authorization will be given to commence, delivery or installed. Certificates of Insurance may be submitted to LVWD by the successful Contractor after the award is made (if needed).

General

- a. No work will be commenced until all requirements of this section have been approved by LVWD in writing. Lower Valley Water District will be furnished a certificate of insurance on an approved certificate form (Accord Form) or a Texas Department Insurance pre-approved form, prior to the commencement of any work.
- b. All insurance policies will be endorsed to name Lower Valley Water District as an Additional Insured and provide a waiver of subrogation in favor of LVWD. The remarks section should include job description and/or project name and/or bid number.
- c. The insurance shall contain a provision that at least sixty (60) days prior written notice shall be given to LVWD in the event of cancellation, material change or non-renewal.
- d. Insurance(s) shall be underwritten by a company rated not less than A+ in the Best's latest published guide.
- e. There shall be a hold harmless agreement in which the contractor assumes liability on the contract and holds LVWD harmless.
- f. If selected by LVWD, Contractor will maintain any insurance coverage as required by the Agreement during the term thereof.

Casualty Insurance

- a. Commercial General Liability Insurance (Occurrences basis only):
 - \$1,000,000 – Each Occurrence
 - \$1,000,000 – General Aggregate
 - \$1,000,000 – Personal & Advertising Injury
 - \$1,000,000 – Products/Completed Operations – Aggregate
 - \$5,000 – Premises Medical Expense
 - \$ 500,000 - Damage to Rented Premises (each occurrence)

Commercial (Business) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:

\$1,000,000 (each occurrence) – for Bodily Injury/ and Property Damages

- b. Workers Compensation:
 - \$1,000,000 – Employers Liability – Each Accident
 - \$1,000,000 – Employers Liability – Each Employee
 - \$1,000,000 – Employers Liability - Disease – Policy Limit

Statutory Limits

Waiver of Subrogation

- c. The contractor shall purchase and maintain in force the following kinds of insurance and bonds for operations under construction contracts/projects and as specified in each section:
Additional Requirement(s):
 1. Builders Risk Policy for total amount of completed project
 2. Bid Bond (if required)
 3. Payment and Performance Bond (if required)
 4. Any project involving a higher hazard, an additional umbrella limit may be required.

5. Endorsement CG2294 is not acceptable, vendor must specifically and affirmatively state in their bid response that their insurance policy does not include Endorsement CG 2294 (elimination of coverage for General Contractors for the work of Sub Contractors).

No deletions/exclusions from standard coverage form allowed without written consent of Lower Valley Water District.

Umbrella Liability Insurance (Excess) - \$3,000,000

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
- b. This policy shall provide coverage over the Worker's Compensation, Commercial General Liability and Business Automobile Liability.

End of Section