

REQUEST FOR PROPOSALS RFP# 25-04-30

DENVER CITY ISD

District Wide Copier Lease and Maintenance Service

501 MUSTANG

DENVER CITY, TEXAS 79323

Issue date: April 30, 2025

Proposal Submission to:

DENVER CITY ISD Attention: Randy Butler 501 Mustang Dr DENVER CITY, TX 79323

Deadline for Proposals: Thursday,

2:00 PM, May 15, 2025

The District is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUB's) are encouraged to apply.

REQUEST FOR PROPOSALS (RFP)

District Wide Copier Lease and Maintenance Service

BACKGROUND INFORMATION

Denver City Independent School District herein referred to as 'the District" is a tax-exempt educational organization which is a public school district located in Denver City, Texas. The District has approximately 1500 students, 260 employees and operates a primary school, elementary school, a jr. high school, and a high school. The school's board is composed of seven active members. The District is responsible for the planning, evaluation and oversight of educational programs in this area. The District receives funding from the Texas Education Agency (TEA), the Department of Education (DOE), and the Department of Agriculture.

PURPOSE

The District is seeking qualified vendors to provide Copier Lease and Maintenance Service at designated district facilities.

GENERAL INFORMATION

RFP Requestor: Denver City ISD

Contact Person: Randy Butler

Issue Date: April 30, 2025

Deadline for Receipt of Proposals: Thursday, May 16 @ 2:00 PM

Submission of Proposals: An ORIGINAL signed proposal and three (3) copies should be delivered or mailed in a sealed envelope (labeled "RFP# 25-04-30 District Wide Copier Lease and Maintenance Services") to: DENVER CITY ISD, Attention: Randy Butler, 501 Mustang, Denver City TX, 79323.

When submitting a proposal, it is required that proposers have the necessary professional equipment, personnel, experience, prior training, and applicable professional judgment to perform the activities proposed to supply the services requested by this RFP.

SPECIAL NOTE:

The contract will be awarded for One (1) Two (2) Year term,

with the right to cancel services after year one.

Proposals received will become part of the District's official files without further obligation to the proposer.

Proposals received will become part of the District's official files without further obligation to the proposer.

The District reserves the right to:

accept or reject any and all proposals,

request additional information from proposers,

extend the deadline for submission,

reissue the Request for Proposals,

waive any defect, irregularity, for informality in any proposal or bidding procedure,

retain negotiation right to clarify, or verify any aspect of a submitted proposall in response to the RFP,

negotiate a resulting non-exclusive contract for services with one or more of the qualified proposers responding to this RFP,

require the submission of any price, technical, or other revision to the proposal which results from negotiations conducted.

The District is under no legal obligation to execute a contract resulting from this RFP and intends the materials provided herein only as a means of identifying and considering various contractor alternatives and the general cost of services derived.

The District reserves the right to vary the provisions set forth herein any time prior to the execution of a contract. This RFP does not commit the District to pay for any costs incurred prior to the execution of the contract.

The District reserves the right to negotiate the final terms of any and all contracts with successful proposers. Items that may be negotiated include, but are not limited to, type and scope of activities, implementation schedule, and cost. Contracts negotiated as a result of this RFP may be extended, modified, or de-obligated in the manner set forth in the contract in order to attain the objectives of the District. The negotiated contract shall be a non-exclusive contract for a term of Two (2) years, upon mutual written agreement of the parties and Board approval prior to expiration of the initial or renewal term. For consideration, proposals must be submitted according to format requirements.

Vendors certify that:

1. Continuing non-performance of the services by the proposer in accordance with the specifications and

requirements of the District, or applicable requirements of State or federal laws and regulations relating to such services, shall be a basis for the termination of the contract by the school district. Cancellation by DENVER CITY ISD may be made upon (30) days written notice to the successful vendor. DENVER CITY ISD shall not pay for services, work, supplies, or equipment which are unsatisfactory. Vendors shall be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

- 2. All prices, fees and Labor Rates must be guaranteed through completion of the contract.
- 3. The proposal award shall be based on the following factors:

Proposed price offering for services under this request;	40
The reputation of the vendor and of the vendor's goods or services;	15
The quality of the vendor's goods or services;	15
The extent to which the goods or services meet the district's needs;	20
Accuracy and presentation of proposal packet	10

- 4. Proposals that do not meet or exceed the specifications and submittal requirements of the RFP may be rejected as non-conforming to the RFP specifications/requirements.
- 5. It is understood and agreed the school district reserves the right to modify conditions and specifications by mutual agreement with the selected vendor both at the time of acceptance of this proposal offer as modified, and subsequent thereto by 25% or less of the total value of award.
- 7. All contracts, agreements, and purchases between a vendor and DENVER CITY ISD shall strictly adhere to the laws set forth in the Texas school law bulletin and other applicable laws and regulations.
- 8. Proposals will be opened and evaluated after the proposal submittal deadline, with follow-up on references, proposal tabulation, and thereafter possible interview and negotiation of final contract terms with selected vendors.
- 9. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, or disability.
- 10. All contracts and agreements between vendors and DENVER CITY ISD shall strictly adhere to applicable laws.

SCHEDULE

Release of RFP: April 30, 2025

Deadline to Submit Questions: 4:00 PM on May 10, 2025
Answers to Questions (if needed): End of Business on May 12, 2025
Responses Due: 2:00 PM on May 15, 2025
Board Meeting: 6:15 PM on June 16, 2025

GENERAL CONDITIONS RFP 25-04-30 COPIER LEASE & MAINTENANCE SERVICES

1.0 SCOPE OF PROPOSAL.

- 1.1 The DENVER CITY Independent School District (DCISD) requests written proposals from qualified firms to provide Copiers and associated maintenance and technical support service for all campuses and departments of the school district under a Two (2) year agreement. The initial term of the agreement shall be no more than two (2) years with no more than one (1) option to extend for a term equal to the initial term. The District is soliciting pricing for terms covering the entirety of 24 months. All fees for items required in the Specification and/or Scope of Work/Services, or other reimbursement arrangements must be disclosed.
- 1.2 This proposal should include the software, maintenance, support, project management, training, and implementation, including all costs related to the implementation of a complete turn-key administrative system solution, updates, installation and design implementation.
 - 1.3 This is a service and supply contract and effective for one year from date of the award but may be extended.
- 1.3 (a) <u>Length of Contract</u>: Any resulting agreement to this RFP shall be for one (1) term of 24 months between the District and the provider. Any changes to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. In that event, any negotiated items must be placed in writing to the district and provided as an amendment to the contract no later than 90 days prior to the renewal of the contract.

All proposers must agree to fully warrant and guarantee all information in its response.

2.0 PROPOSAL SUBMITTAL. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said proposal by the District. No products shall be delivered, nor work be performed without a Purchase Order issued to the successful vendor(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances

are vendors to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

- <u>3.0 BRANDS AND MODELS</u>. Brands and model numbers, where listed, are used for specification reference only unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.
- 4.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.
- 4.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by DCISD.
 - 4.2 Determination of equivalent or approved equal is at the sole discretion of DCISD.
- 4.3 If the Offeror takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.
- <u>5.0 SPECIFICATIONS</u>. The Offeror shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.
- <u>6.0 GENERAL EVALUATION</u>. DCISD will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered as required in Texas Education Code §44.031 (b). It is not the practice of the district to award purchases on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that, in the event, a contract specifies a unit price basis, the compensation paid by DCISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, DCISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with DCISD's policies, procedures and goals.
- 6.1 The district may award a contract to the responsive, responsible Offeror with the lowest aggregate offer. If unable to award as a package, the district will evaluate proposals and may award alternate awards.
- 6.2 Extensions of unit prices shown will be subject to verification by the district. In the case of conflict between the unit price and the extension, the unit price will prevail.
- 6.3 In the event identical proposals are submitted which are determined by DCISD to be the lowest responsible offers, usually, one offer will be selected as the successful vendor. If one of the Offerors submitting identical proposals is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.
- 6.4 In determining how to award a contract or contracts in conjunction with the RFP, the District shall follow the Texas Education Code §44.031 (b) as the primary Evaluation Criteria, as listed below:

- **6**.4.1 The purchase price;
- 6.4.2 The reputation of the vendor and of the vendor's goods or services;
- 6.4.3 The quality of the vendor's goods or services;
- 6.4.4 The extent to which the goods or services meet the district's needs;
- 6.4.5 The vendor's past relationship with the district;
- 6.4.6 The total long-term cost to the district to acquire the vendor's goods or services;
- 6.4.7 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and
- 6.4.8 Any other relevant factor specifically listed in the request for bids or proposals.

7.0 **SELECTION PROCESS**

- 7.1 EVALUATION COMMITTEE: If deemed necessary, the evaluation and selection of vendor(s) for contract award will be conducted by an Evaluation Committee. The Evaluation Committee will be composed of members from DENVER CITY ISD based on position, expertise in the area for which the procurement is being conducted, or as the requestor of the procurement process. The DENVER CITY ISD reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Compliance Department is responsible for administering the evaluation process and will serve in a non-voting capacity.
- 7.2 <u>PRICING</u>: All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.
- 7.3 Comprehensive equipment/software and service solution which has the most compatibility with the environment and which best meets the complete needs of the DENVER CITY ISD.
- 7.4 The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request For Proposals (RFP) and which best meets the complete needs of the DENVER CITY ISD. At that point, interviews may be scheduled for demonstrations. If a contract is not agreed upon, the committee may begin negotiations with the second-best proposer. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the Board for approval along with the award recommendation.

8.0 RESERVATION OF RIGHTS. DCISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to DCISD;
- (g) DCISD has the right to cancel the contract with a thirty-day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

9.0 INVOICES AND PAYMENTS. The offeror shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to DCISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by DCISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by DCISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

10.0 WARRANTY-PRICE. The price to be paid shall be that contained in Offeror's proposal which Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Offeror breaches this warranty, the prices of the items shall be reduced to the Offeror's current prices on orders by others, or in the alternative, DCISD may cancel this RFP without liability to Offeror for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

11.0 TERMINATION. DCISD shall have the right to terminate for default all or any part of this contract if Offeror breaches any of the terms hereof or if the Offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which DCISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

- 12.1 DCISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.
- 12.2 DCISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

13.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by

Offeror without the written permission of DCISD.

<u>14.0 INTERPRETATION</u>. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

<u>15.0 APPLICABLE LAW</u>. This RFP, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Yoakum County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

16.0 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

17.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold DCISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

<u>18.0 ASSIGNMENT OF OVERCHARGE CLAIMS</u>. Successful Offeror shall assign to DCISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 <u>et seq.</u>, and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

19.0 USE BY OTHER GOVERNMENT ENTITIES. The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the DENVER CITY ISD contract, it is expressly understood that the DENVER CITY ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Proposals document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal on the original Request For Proposals document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

<u>20.1 ASSIGNMENT-DELEGATION.</u> No right or interest in a contract resulting from this request for Request For Proposals process shall be assigned or any obligation delegated by Offeror without the written permission of the DENVER CITY Independent School District.

<u>21.0 DISTRIBUTION.</u> The DENVER CITY Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the

purpose they fulfill are:

- <u>22.1 PROPOSAL FORMS CHECKLIST:</u> This form is used as a checklist for proposing vendors to indicate that each required form has been reviewed and addressed as part of your bid response. <u>This form must be completed and returned for a proposal or bid to be considered.</u>
- <u>22.2 PROPOSAL FORM/BID FORM/PRICING MATRIX:</u> This form is used to submit your offer for this proposal. This form is to complete pricing offered for this project and must be submitted with the signature of the person authorized to commit your company to this project at the price(s) offered. Proposers will submit pricing for the products offered to DCISD, which will be used to evaluate and establish a pricing mechanism for which future projects will be priced. These forms must be completed and returned for a proposal or bid to be considered.
- 22.3 BID/PROPOSAL OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to DCISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. This form must be completed and returned for a proposal or bid to be considered.
- <u>22.4 NOTICE OF NO RESPONSE FORM:</u> In the event that a solicited vendor elects not to participate in this Request For Proposals opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. <u>Please complete and return the NOTICE OF NO RESPONSE form and return it as</u> instructed if your firm is not responding to this solicitation.
- <u>22.5 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION:</u> This is a sworn statement that the individual presenting the offer to DCISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the proposal was not prepared in collusion with any competing vendor nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. This form must be completed and returned for a proposal or bid to be considered.
- <u>22.6 STATEMENT OF COMPLIANCE/DEVIATION FORM:</u> This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. <u>This form must be completed and returned for a proposal or bid to be considered.</u>

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. This form must be completed and returned for a proposal or bid to be considered.

- <u>22.7 FELONY CONVICTION NOTICE:</u> Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis. <u>This form must</u> be completed and returned for a proposal or bid to be considered.
- <u>22.8 PROPOSAL QUESTIONNAIRE</u>: If required, this form is used for the purpose of providing in-depth information about the firm submitting the offer, including experience levels, special training and/or skills needed to provide the

services or goods required of the solicitation. This form must be completed and returned for a proposal or bid to be considered.

22.9 CONFLICT OF INTEREST COMPLIANCE FORM — This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a three-page form, the first of which is a Notice to Vendors and the remaining two pages are the Conflict of Interest Questionnaire. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the NOTICE OF NO CONFLICT OF INTEREST STATEMENT, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis.

- 22.10 IRS FORM W-9: This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered.
- <u>22.11 DCISD CONTRACTOR CERTIFICATION:</u> Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. <u>This form must be completed and returned for a proposal or bid to be considered.</u>
- 22.12 EPCNT INTERLOCAL AGREEMENT CONSENT FORM: This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and DCISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement. This form must be completed and returned for a proposal or bid to be considered.
- <u>22.13 RESIDENT BIDDER'S CERTIFICATION:</u> In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal. As defined by Texas House Bill 602, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. <u>This form must be completed and returned for a proposal or bid to be considered.</u>
- <u>22.14 DEBARMENT OR SUSPENSION CERTIFICATE:</u> This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. <u>This form must be completed and returned for a proposal or bid to be considered</u>, even if there is no lobbying activity to report.
- <u>22.15 COMMITMENT TO PROVIDE INSURANCE FORM:</u> This form is used for vendors to include as confirmation of their agreement to provide insurance in the required coverage, naming DCISD as an additional insured, if awarded a contract under this solicitation process.

22.16 FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS: This form contains provisions required to be in place and agreed if the procurement is funded with federal funds. DCISD is the subgrantee or Subrecipient by definition, under rules and regulations established by the Education Department General Administrative Regulations, commonly known as EDGAR. The federal Rule numbering or identification on the Certification Form is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. Complete Rules are located in 2 CFR PART 200. This form will NOT be used for purchases made in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program.

<u>22.17 USDA FEDERAL FUND USE COMPLIANCE DOCUMENTATION - CERTIFICATION FORM:</u> This form contains provisions required to be in place and agreed if the procurement is funded with federal funds for purchases made in conjunction with the National School Lunch Program, School Breakfast Program and Summer Feeding Program. DCISD is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification on the Certification Form is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. Complete Rules are located in 2 CFR PART 200. This form will only be utilized for purchases made in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program.

22.18 CERTIFICATE OF INTERESTED PARTIES – FORM 1295: Requirements to complete and include this form went into effect December 24, 2015, as a result of the passage of House Bill 1295. This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or proposal. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or proposal, are considered contracts and qualify for disclosure under this requirement. Any bid or proposal awarded by the DENVER CITY ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed. A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located at the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

22.19 CHAPTER 2270 (BOYCOTT) VERIFICATION: This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (pursuant to Texas Government Code §2270 and §808.001).

23.0 Conditions

- 1. Fixed cost for lease per machine (list) and monthly total \$_____
- 2. Fixed cost Maintenance service contract for the 60-month term
 Price per page Black & White Color
- 3. Service Contract "preferred" as a "Only pay for what you use" No minimum allowances
- 4. Maintenance to cover all parts, Labor, toner, drums, and staples.
- 5. Cost Line Item: Card Readers on all equipment- to track staff usage via Key access cards.
- 6. Please meet all power requirements that are presently in place.
- 7. Late Fee waiver included
- 8. Property tax included
- 9. No return fees at the end of the contract, District Option to keep each machine.
- 10. No third-party contracted service contracts

RESPONSIBILITIES OF OFFERORS RFP 25-04-30 DISTRICT WIDE COPIER LEASE AND MAINTENANCE

- 1.0 The responsibility for compliance with this solicitation and the subsequent contract shall be with the bidder/Offeror.
- 2.0 Offerors are expected to provide prompt service that is due under this contract including warranties. Past performance of Offerors' may be a factor in awarding future contracts.
- 3.0 Offerors are expected to deliver service(s)/product(s) per specifications.
- 4.0 Submit one (1) original and three (3) copies of your offer, along with one (1) electronic copy of your offer on a USB drive.

V. SPECIFICATIONS RFP# 25-04-30 COPIER LEASE & MAINTENANCE SERVICES

- **11.** <u>4.0 Current Solution or Process</u>: The District currently leases copiers of varying capacities. This agreement is due to expire in August, 2025. It is the desire for a successful agreement to be negotiated and executed at the June 16, 2025 Board meeting in order to begin the new contract in September of 2025.
- **12.** 5.0 Projected Dates of Award and Implementation:

AWARD: May 15, 2025 IMPLEMENTATION: July-Aug 2025

- **13.** 5.1 Questions related to this Request For Proposals will be received only in writing via e-mail. Questions may be e-mailed to Randy Butler at Randy.Butler@DCISD.ORG
- **14.** deadline for sending questions related to this RFP is 4:00 PM on May 12, 2025.
- **15.** 5.2 Responses to the RFP are due to the District by 2:00 PM on May 15, 2025.

- **16.** 5.3 A district Evaluation Committee will review the responses and select the top vendor(s) by May 16, 2025.
- **17.** A product/service will be selected and recommended to the school board no later than the June 16, 2025 Regular Board meeting.
- **18.** The successful vendor will work with the District to develop an implementation plan, which will include a deadline to become fully operational.

6.0 Minimum Requirements:

- **19.** 6.1 The successful vendor will provide copiers to DCISD in the quantities and at the capacity of copiers listed on Exhibit A to this RFP document.
- **20.** 6.2 Delivery and install will be made by Aug 2025 at the locations selected by the District.
- **21.** 6.3 Training will be provided to each campus/facility according to a schedule agreed to between the successful vendor and DCISD.
- 22. 6.4 Service and supplies will be included in this agreement at no additional cost. Users will be able to submit service orders to include any needed parts and supplies, including toner and staples as part of this agreement. Paper will not be supplied as part of this agreement.
- 23. 6.5 Users should be able to submit Service Requests by phone, e-mail or some other method that communicates with service technicians within 15 minutes of the original submission.

DEFINITION OF TERMS

- 24. Throughout this RFP the following definitions should be understood;
- **25.** "Response time" is defined as the duration of time between a district representative requesting service and a certified technician arriving on site.
- **26.** "Business day" is defined as the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday.
- **27.** "Downtime" is defined as the time during the business day that the copier is not capable of producing copies meeting the quality control standards established by the manufacturer.
- **28.** "Uptime" is defined as the amount of time during the business day that the copier is capable of producing copies meeting the quality control standards established by the manufacturer.
- 29. "New Equipment" is defined as equipment completely assembled with and composed of new parts.
- **30.** The bidder shall provide a list of three (3) references, K-12 school customers that have used the proposed product(s) and or services. Include school name, contact person, telephone number, quantity of machines, and length of time equipment has been at the location. References that are similar size and scope of DCISD should

be listed first.

- **31.** The successful vendor shall demonstrate a proven ability to manage an account the size of DENVER CITY ISD at the performance level required by the District. Strong consideration will be given to Offerors that can document successful past performance with performance-based contracts.
- **32.** Copier Performance Warranty
- **33.** Offeror warrants that all copiers provided under this contract will perform at an uptime level of 95% per month. This calculation shall be made using only the hours of the "business day" as defined in the Definition of Terms.
- **34.** Offeror warrants that the district may have equipment replaced if not completely satisfied with the performance of any piece of equipment for any reason. This determination will be made by the District.
- **35.** Copiers shall be maintained in such a manner that they are performing at their optimum level.
- **36.** Offeror warrants that service response time shall not exceed (4) hours.
- 37. If a copier is down for eight (8) continuous "business" hours, (consecutive hours or not) from the time of service call then the contractor may be required, at the discretion of the school or department, to provide a loaner piece of equipment. If a loaner is requested, the vendor will document the copy count meter reading when the equipment is delivered to the school/department and another meter reading taken before the equipment is returned to the vendor. This information will be included in the report required to be regularly supplied to the District. Loaner equipment will be onsite and operational within four (4) hours of the request.
- **38.** If the downtime on a given copier exceeds 5% for two consecutive months, the machine will be replaced within ten (10) days. This provision does not void or amend section; this is merely a benchmark for expected service. Downtime attributed to operator error will not count against the vendor if the service ticket clearly indicates operator error and a school representative signs the ticket.
- **39.** Offeror may substitute like-for-like equipment in order to meet their mandated 95% uptime requirement with approval from the District.

Supplies

- **40.** Contractor will provide all supplies (except paper) to all copiers as part of the monthly charge per copier. No shipping charges shall be added. Offeror should provide procedure for the order of supplies by each key operator.
- **41.** Proposal price for service will include all supplies (except paper), preventive maintenance checks, parts and equipment replacement, and all labor associated with the service of equipment. Any additional cost must be clearly identified as other cost on the proposal forms.
- 42. Prices submitted shall be firm for two-year term. Price increases will be entertained at the extension option.

Service Technicians

43. Offeror warrants that all technicians assigned to the DENVER CITY ISD are authorized by the manufacturer

to repair the proposed equipment.

- **44.** Meter reads (if applicable) are to be taken remotely or by the service technicians. DCISD staff will not be responsible for submitting any meter reads that the Offeror requires. No campus shall receive any phone calls requesting copier meter reads.
- **45.** Contractor must provide a quarterly report for each school/department that includes copy volume, number of service calls, and amount of downtime for each copier. Downtime shall be reported in two categories: 1) Mechanical Malfunction and 2) Operator Error. Sample reports provided to other districts/customers shall be submitted with the proposal. Offeror shall include a detailed overview of how the data is collected, analyzed and used.

Unlimited Copies vs. Aggregated Copy Count

- **46.** The District prefers plans that charge for volume ran each month. Without minimums, allowances or overages. "pay as you go." All plans will be considered.
- **47.** Maintenance proposal based upon a copy count per machine; DCISD requires that an aggregated copy count be employed for all copiers in service in order to determine where we charge copy counts internally.
- **48.** Copiers may be replaced at any time during this agreement. These units will be billed at the same rate as the similar units that are already in service. Additional copiers must be placed into service within 45 days of receipt of a DCISD purchase order.

Equipment Relocation

49. reserves the right to relocate equipment between campuses. The District will accept the cost of relocation by the successful vendor or by their authorized relocation contractor. Relocation costs shall be identified in your proposal.

Training

- **50.** Describe the proposed plan to provide initial and follow-up training for at least one member of each school or department. Explain how this process is documented and maintained. Provide copies of actual training forms used in other districts. Personally identifiable information may be redacted from the copies. Successful vendor shall be prepared to schedule specific dates and times with each school or department.
- **51.** Identify the documentation and resources available to assist users after the training is completed.
- **52.** Offeror shall provide refresher training when operator error attributes to more than 20% of the monthly downtime.

Implementation Plan

53. DCISD's current equipment contract expires at the end of Aug 2025.

Current Agreement and Equipment Requirements

54. Propose new equipment only.

- **55.** Identify the operating environment needed for each proposed piece of equipment. As a minimum include electrical, space, and ventilation requirements.
- **56.** Equipment shall be capable of operating on the district's computer network. Include an overview of the technology capabilities of the proposed equipment to include remote diagnostics and network connectivity. Any additional pricing to provide these services shall be included in the additional features section of the Proposal Form.
- **57.** Networked copiers must be able to print from either a PC or Mac platform without incurring additional charges for setting up the copier to receive print signals from either platform.
- **58.** ALL networked copiers must be able to accept wireless print signals from PC or Mac computers.

A: PROPOSED EQUIPMENT:

21 machines. Speeds can be the same or more, but not less.

- 4: 90 Page per Minute/ Black & White/Large Capacity/Finisher (stapler & hole punch)
- 10: 70 Page per Minute/Black & White/Large Capacity/Finisher (stapler & hole punch)
- 1: 50 Page per Minute/ Black & White
- 8: 45 Page per Minute/ With Color/Finisher (stapler & hole punch)
- 1: Desktop 37 Page per Minute/ Black & White
- 1: Desktop 37 Pages per Minute/with Color
- 6: 35 Page per Minute/ Black & White
- 2: 25 Page per Minute/ Black & White

SPECIAL NOTE:

Attach any other documents required detailing the proposed Scope of Work or your service offerings which you feel separate your service from others in the market.

Evaluation and Selection Criteria			Score
Proposed price offering for services under this request;	40		
The reputation of the vendor and of the vendor's goods or services; 15			
The quality of the vendor's goods or services;	15		
The extent to which the goods or services meet the district's needs;	20		
Accuracy and presentation of proposal packet	10		

B: PRICE PROPOSAL

All pricing plans must be in accordance with one of the following Cooperative Contracts:

Buyboard, Omnia, TXSMARTBUY or TIPS.

COOPERATIVE CONTRACT:
<u>2-year lease</u> PER MACHINE (LIST)
TOTAL COST AMOUNT:
TOTAL MONTHLY COST:
MAINTENANCE to cover all parts, Labor, toner, drums, and staples.
Cost per Print
Black & White:
Color:
Card Reader System to track Employee Usage and Manage Printing:
Proposed Pricing Plan:
C: SERVICE
What is your Response Time?
How Many Technicians do you have in the South Plains Area?

DENVER CITY ISD

PROPOSAL FORMAT AND PREPARATION

Each proposer must submit one (1) ORIGINAL and three (3) copies of their proposal (for a total of four (4)). One of the copies must be marked "ORIGINAL" and contain original signatures. Proposal packages should be organized in the manner specified below:

Proposals should be prepared in a concise manner. Clarity of content and completeness are essential.

All proposals must be typed and completed on $8 \% \times 11$ paper. Use the Certification by Proposer form (Attachment A) of this RFP as the cover sheet. Each proposal must include a Scope of Work response (Attachment B) of this RFP.

ATTACHMENTS TO BE COMPLETED AND RETURNED WITH EACH PROPOSAL

Important Note: Please submit the Original and three (3) copies of the proposal (a total of 4)

Attachment A. Proposed Equipment

Attachment B. Price Proposal

Attachment C. Service Proposal

Attachment D. Certification by Proposer

Attachment E. References

Attachment F. Form CIQ: Conflict of Interest Questionnaire

Attachment G. Felony Conviction Notice

Attachment H. Non-Collusion Statement

Attachment I. Suspension or Debarment Certification

Attachment J. W-9

Attachment K. Certificate of Liability

D: CERTIFICATION BY PROPOSER

Instructions:

- 1. The application form should be completed and signed by an authorized representative of the vendor.
- **2.** The application must be submitted with all supporting documents and completed certifications.

VENDOR IDENTIFICATION:		
Vendor Name		
Vendor DBA, if appropriate		
Type(s) of Goods or Services		
List any Co-Op contracts such as		
TCPN, ESC, Buy Board, etc.		
VENDOR CONTACT INFORMATION:		
Vendor Mailing Address:		
Vendor Remit Address:		
(If different from mailing)		
Vendor Phone Number:		
Vendor Fax Number:		
Vendor Website URL:		
Vendor Email Address:		
(For distribution of Purchase Orders)		
Vendor Authorized Representative	 (Print Name)	Title
Vendor Authorized Representative	 (Signature)	Date
will be answerable to the castaff.	y services at designated mpus administration as	District campuses. Contractors well as designated Central Office provide applicable certificates and
Date Proposal Form Submitted	d:	

E: REFERENCES

Please indicate all required Point of Contact information requested

Name of Company:	 	
Address of Reference:		
Point of Contact:		
Phone:	 	
Email:	 	
Name of Company:	 	
Address of Reference:		
Point of Contact:		
Phone:	 	
Email:		
Name of Company:		
Address of Reference:		
Point of Contact:	 	
Phone:		
Email:		



Request for Taxpayer Identification Number and Certification

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

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

	I Name (as snown 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								
on page 3.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
ns e	single-member LLC					code	(if any)		
ty tio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶						_		
Print or type. See Specific Instructions on page	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)				
eci	☐ Other (see instructions) ▶			(Applies	s to account	s mainta	ined outsid	e the U.S	.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's	name a	and ad	dress (op	tiona)		
See									
0,	6 City, state, and ZIP code								
	7 List account number(s) here (optional)								
Par									
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to au up withholding. For individuals, this is generally your social security number (SSN). However, 1		cial sec	curity number				_	
	ap withholding. For individuals, this is generally your social security humber (3314). However, it sent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a		_		_			
	es, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>	et a]		$\perp \perp$	
TIN, la		or				—.			
	If the account is in more than one name, see the instructions for line 1. Also see What Name per To Give the Requester for guidelines on whose number to enter.	and Em	ployer	er identification number					
INUITIL	ier to dive the nequester for guidelines off whose number to enter.			_					
								$\perp \perp \perp$	
Par									
	r penalties of perjury, I certify that:								
2. I ar Ser	e number shown on this form is my correct taxpayer identification number (or I am waiting for not subject to backup withholding because: (a) I am exempt from backup withholding, or (brvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest longer subject to backup withholding; and) I have not b	een n	otified	by the	Inter			.m
3. I ar	m a U.S. citizen or other U.S. person (defined below); and								
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	na 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 tay return. For real estate transactions, item 2 does not apply. For mortgage interest paid

acquisition	or abandonment of secured p	operty, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments 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

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

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.	OFFICE USE ONLY
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).	Date Received
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.	
Name of vendor who has a business relationship with local governmental entity.	1
Check this box if you are filing an update to a previously filed questionnaire. (The updated completed questionnaire with the appropriate filing authority not later than the date on which you became aware that the originally filed questionnaire was incomplete or ina	7th business day after the
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 of	· -
the officer, as described by Section 176.003(a)(2)(A). Also describe any family relations officer. Complete subparts A and B for each employment or business relationship described.	
to this Form CIQ as necessary.	puges
A. Is the local government officer or a family member of the officer receiving or lik income, other than investment income, from the vendor?	cely to receive taxable
Yes No	
P. In the wonder receiving or likely to receive toyable income, other than investment	continuomo from or at the
B. Is the vendor receiving or likely to receive taxable income, other than investmed direction of the local government officer or a family member of the officer AND the	
from the local governmentalentity?	
Yes No	
5 Describe each employment or business relationship that the vendor named in	
corporation or other business entity with respect to which the local government offic	er serves as an officer or
director, or holds an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 1	
7	
<u> </u>	
Circusture of condendarion business with the	D-t-
Signature of vendor doing business with the governmental entity Form provided by Texas Ethics Commission www.ethics.state.tx.us	Date Revised 11/30/20

FELONY CONVICTION NOTICE

Texas Education 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 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 contact.

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

Vendo	's Name	
Officia	ized Company I's Name (please print)	
A.	My firm is not owned or operated by ar	yone who has been convicted of a felony.
	Signature of Company Official	Date:
B.	My firm is owned or operated by the focus convicted of a felony.	ollowing individual(s) who has/have been
	Name of Felon(s)	
	Details of Conviction(s)	
	Signature of Company Official	Date:
C.	My firm is a publicly owned, Stock-ex- reporting requirement is not required.	change Corporation; therefore, this
Signatu	re of Company Official	Date:

NON-COLLUSION STATEMENT

STATE OF TEXAS	§	
COUNTY OF YOAKUM	§	
the following, who, upon oath, s	nown to me to be says:	day personally appearede the person whose name is subscribed to determine the principal of the Bidder or
Proposer ("Bidder") in the matter attached, and I have full knowle this same line of business, and the	er of the bids or pedge of the relation he Bidder is not a ce of supplies, mate	oroposals to which this affidavit is ons of the Bidder with the other firms in a member of any trust, pool, or erials and/or services bid on, or to
time hereafter any economic opp	portunity, future of	ered to give, nor intends to give at a any employment, gift, loan, gratuity, special at in connection with the submitted
		Affiant (Contractor)
		Printed Name
		Title
		Company
Subscribed and sworn to beforeday of, 20		
Notary Public		
My Commission Expires		

Suspension or Debarment Certificate

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

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

- Certifies that the owner/operator has not been convicted of a felony except as indicated on separate attachment to this offer, in accordance with Section 44.034, Texas Education Code, and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (_.36)

Vendor Name	_	
Authorized Company Official's Name		
Signature of Company Official	Date	
Vendor E-mail Address		
Vendor Telephone Number		