GISD

GARLAND INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT 501 S. Jupiter Garland, Texas 75042

REQUEST FOR PROPOSAL PROPOSAL # 290-25

Digital Printing Equipment and Related Services

PLEASE SUBMIT PROPOSAL NO LATER THAN 10:30A.M. LOCAL TIME ON April 10, 2025. Mark the sealed return envelope in the lower left hand corner with PROPOSAL#, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to <u>10:30A.M.</u> the first date the district is open to conduct business)

This Request For Original Proposal includes Definition of Terms, Process Overview, Instructions to Proposers, Certifications, Terms and Conditions, Shipping and Delivery, General Information, Proposal Format, Project Requirements, Proposal Pricing Forms, Supplier Questionnaire, Compliance Form, Certification for Criminal History Check, Confidential Information Declaration and Copyright Authorization, Insurance Requirements, District Map and Locations, Garland ISD Digital Printing and Related Services Usage Report. These provisions shall be considered as part of any resulting legal and binding contract/purchase order as if thereto attached or therein repeated.

THIS RFP WILL NOT BE OPENED OR READ PUBLICLY

Company Name	
1 5	
	·····
Address	
City	State Zip
City	State Zip
Authorized Representative Name	Title
1	
Signature	
Signature	
Printed Name	Email Address
Telephone #	Fax #
receptione "	1 6/21 //

Mark a. Booker

Mark A. Booker Executive Director of Purchasing

DEFINITION OF TERMS

Throughout this Request for Purpose the following definitions should be understood:

"The District" or "GISD" is The Garland Independent School District.

<u>"RFP"</u> is a Request For Proposal, a document presented by the Garland Independent School District, to suppliers for the purpose of securing an agreement to provide digital equipment such as Copiers/Duplicators/MFD/MFP and related services.

<u>"Contractor", "vendor", "supplier", or "proposer"</u> is/are the person(s) or organization(s), which are submitting proposals in response to this RFP or to the person(s), or organizations(s) who have been awarded the contract to execute their proposals.

"<u>Subcontractor</u>" is person(s) or organization(s), which are not employed by the company submitting proposals in response to this RFP.

<u>"Committee</u>" is district personnel assigned from various schools and departments to evaluate RFP responses for the purpose of selecting the supplier(s) who best meets the selection criteria.

"Breach" Failure to comply with the mutually agreed terms.

<u>Response time</u> is the duration of time between a district representative requesting service and a certified technician arriving on site.

Business day are the hours between 7:30 a.m. and 4:30 p.m., Monday through Friday.

"Downtime" is the time during the business day that the copier is not capable of producing copies to meet the quality control standards established by the manufacturer.

<u>"Uptime</u>" is 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.

"New Equipment" is equipment completely assembled with new parts.

<u>"Right to use Lease"</u> "Lease" is as a contract that conveys control of the right to use (RTU) another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment.

"CPM" is "copies per minute"

Volume Ranges:

"Low Volume" is a copier that runs 20 to 50 CPM "Midrange Volume" is a copier that runs 51 to 80 CPM "High Volume" is a copier that runs 80 to 100+ CPM **PROCESS OVERVIEW:** This section outlines the steps in the procurement process.

Deadline for Questions	March 24, 2025 12:00 p.m.
Response to Questions/Addendum(s) Issued	March 28, 2025 4:00 p.m.
Proposals Due Date	April 10, 2025 10:30 a.m.
Notification to firms selected for Proof of Concept Phase	April 22, 2025
Proof of Concept Phase and Contract Review	April 28 thru May 2, 2025
School Testing Starts- Locations TBD	May 5, 2025- May 23, 2025
Contract Review and Negotiations	June - August
Award Recommendation to Board of Trustees	August 26, 2025
Contract Signed Purchase Orders Issued	August-June 30, 2026
Fully operational (all equipment installed and working)	January 1, 2026

The district reserves the right to adjust this timeline, as needed.

Week of April 28, 2025, thru May 2, 2025 - The District Purchasing Department and proposers enter into discussions and revisions of proposal, as necessary. Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, GISD reserves the right to award a contract without discussions/negotiations. The competitive range and responsiveness of the proposals submitted will be determined by the evaluation criteria. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

1. INSTRUCTIONS TO PROPOSERS

1.1 Submission of Proposals

1.1.1. CLARIFICATION OF SPECIFICATIONS

For clarification of the specification(s) of this Request for Proposal, proposers may contact: Cecilia Ramirez, Senior Buyer at <u>Cramire@garlandisd.net</u> The individual listed above may be contacted for clarification of specification(s) only. No authority is intended or implied that specification(s) may be amended, or alternates accepted prior to opening without written approval of the Garland ISD Executive Director of Purchasing or Assistant Director in the absence of the Executive Director.

1.1.2. SUBMITTING QUESTIONS

Suppliers finding errors, requests for additional information, omissions, or corrections shall contact the Purchasing Department Questions by submitting an email to <u>bids@garlandisd.net</u> and a copy to <u>Cramire@garlandisd.net</u> no later **March 24, 2025 at 12:00p.m. CDT.** Response will be given by addendum.

1.1.3. ADDENDA

All addenda will be issued as amendments to the Solicitation(s). All addenda will be posted by **March 28, 2025, at 4:00p.m. CDT.** It is the supplier's responsibility to check the district's website (<u>http://www.garlandisd.net/connect/do-business/current-opportunities</u>) for addendums prior to submitting responses.

Please continue to monitor our website for any updates past the addendum date.

1.1.4. NUMBER OF COPIES

ONE (1) ORIGINAL PROPOSAL AND ONE (1) USB FLASH DRIVE. <u>The</u> <u>complete electronic proposal must be submitted in a searchable PDF (Word or</u> <u>Excel) format on the USB flash drive</u>. CLEARLY LABEL THE SUBMISSIONS

1.1.5. DELIVERY OF PROPOSAL

Delivery of proposal shall be in accordance with the procedures listed. Mark the sealed return envelope in the lower left hand corner with RFP#, time, and due date. If assistance is required for proposal submission, you may call Purchasing at 972.487.3009 during normal operating hours.

Hand-carried proposals or proposals submitted via carrier service are to be delivered to:

Garland ISD Purchasing Department

501 S. Jupiter, Garland, Texas 75042

Proposals submitted via the U.S. Postal Service are to be mailed to:

Garland ISD Purchasing Department

P. O. Box 469026, Garland, Texas 75046-9026 Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time. Clearly mark all Proposal envelopes as instructed on the front page. Allow sufficient transit time.

NOTE: Note: Submissions must be sealed and not exceed 14"x10"x5" to use the Purchasing Drop Box

Delivery of submission to other Departments within the District is not considered as delivery to the Purchasing Department. The submission must be date/time stamped by Purchasing before the deadline.

1.1.6. SIGNED ORIGINAL

Once completed and signed, return your Proposal as instructed in 1.1.4 to the Garland ISD Purchasing Department as requested above.

RFP #290-25 – Digital Printing Equipment & Related Services

DUE: <u>April 10, 2025 10:30 AM</u> Local Time

(Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to <u>10:30</u> <u>AM</u> the first date the district is open to conduct business) form to the Garland ISD Purchasing Department (as instructed above).

1.1.7. LATE SUBMISSIONS

Proposals received at the GISD Purchasing Department after the time and date specified above will not be considered and will be filed unopened. The Garland ISD shall not be held liable for late proposals.

1.1.8. OTHER FORMS OF SUBMISSION

Oral or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. DO NOT FAX OR EMAIL YOUR PROPOSALS. Only forms provided by the Garland ISD Purchasing Department may be submitted with this proposal unless written instructions permit additional pages.

1.1.9. AUTHORIZED SIGNATURE

Proposals must be signed by an authorized individual to contractually bind their firm when submitting the Proposal. Failure to sign the Proposal will be considered as a "mistake in Proposal", and the Proposal will be rejected as "non-responsive".

1.1.10. NUMBER OF PAGES

All pages of this Request for Proposal are to be returned with your proposal. Proposer shall contact the Purchasing Department if discrepancies exist.

1.1.11. FORMAT FOR PRICING

Proposals written in pencil <u>will not</u> be accepted. Changes may be crossed through and corrections inserted adjacent and initialed by the person preparing the Proposal. Should errors in multiplication or addition of a unit price against a total price occur, the unit price shall govern. All pricing proposed for products and/or services shall constitute entire consideration due.

1.1.12. MINIMUM QUANTITIES

Quantities or dollar expenditures listed herein reflect the GISD's estimated current requirements for one year (or time frame as otherwise specified). The GISD may elect to place several orders during the term of the contract. Proposers must specify minimum order quantities, if any, and are required to hold proposed prices firm for the term of the contract.

1.1.13. WITHDRAWING PROPOSALS

No Proposal may be withdrawn prior to opening of proposals without written request (addressed to the Garland ISD Executive Director of Purchasing) by an authorized agent of the proposing firm and upon written approval by the District. Proposals become the property of Garland ISD upon receipt.

1.1.14. PROPOSAL TABULATIONS

Proposers desiring a Proposal tabulation sheet resulting from this Request for Proposal may visit our web site at https://garlandisd.net/connect/how-do-business-us/bid-tabulations The tabulations will be posted once the GISD Board of Trustees has approved the contract. If you are unable to download the information, please contact the Purchasing Department at 972-487-3009 and we will forward you a copy via email.

1.1.15. DEVIATIONS

Any and all deviations to this competitive solicitation proposed by the Proposal must be listed on the Compliance Form, not on a cover letter, catalog, etc. The District will not negotiate additional terms and conditions not included on the Compliance Form. All additional contracts, amendments, or exhibits will need to be submitted along with proposal to be considered.

1.1.16. PUBLIC INFORMATION

Garland Independent School District is a public entity subject to the provisions of the Texas Public Information Act (Texas Government Code Chapter 552). Responses to this invitation may be subject to release as public information unless the response or specific parts of the response are accepted from public disclosure under such Act. Proposers should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other confidential or proprietary information before responding to this invitation. The District assumes no liability or responsibility for release of any information not properly identified and documented in accordance with the enclosed Confidential Information Declaration & Copyright Authorization Form. The District assumes no liability or responsibility for release of any information that the Texas Attorney General or a court of law determines to be subject to release.

1.1.17. COPYRIGHT PROTECTION

Proposals asserted to be copyright protected in their entirety may, in the District's sole discretion, be rejected as non-conforming. Proposers who submit copyrighted materials as part of their Proposal must review and complete the Confidential Information Declaration & Copyright Authorization Form. Proposers submitting copyrighted materials should consult with their legal counsel regarding copyright and disclosure issues. By submitting copyrighted materials and completing the Confidential Information Declaration and Copyright Authorization Form, proposers

grant the District authorization to reproduce and provide copies of such information and agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited to, any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. In the event a proposer is unable to grant such authorization and waiver, copyrighted materials must not be included in the Proposal.

1.1.18. POST-SUBMISSION CHANGE

A proposal that has been opened my not be changed for the purpose of correction an error in the proposed price. Proposers submitting an erroneous proposed price may be given the option of either honoring the price as proposed or withdrawing the (erroneous) proposal [Local Government Code Subchapter B, Sec. 271.026].

1.2 Award/Evaluation of Proposals

1.2.1. WAIVING INFORMALITIES

The Garland Independent School District reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities / technicalities and award the proposal deemed to be most advantageous to the District.

1.2.2. TEXAS LOCATIONS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business/corporate headquarters is not in Texas, unless the nonresident underprices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire).

1.2.3. MULTIPLE AWARDS

The District reserves the right to award to a single vendor, multiple vendors, each line item separately or in any combination it determines to be in its best interest. Proposers shall also include copies of any contracts/agreements required (by the proposing firm) and clearly identify/label it as such.

1.2.4. TIE PROPOSALS/EVALUATION FACTORS

Tie proposals, which are **equal in all respects**, shall be resolved and awarded in accordance with Local Government Code (Texas) Para. 271.901. Otherwise proposals, which reflect a tie in price, only may be awarded pursuant to the permissible factors listed in Texas Education Code, Subchapter B, Sec. 44.031 (b) and set forth below:

- 1. the purchase price;
- 2. the reputation of the vendor and of the vendor's goods or services;
- 3. the quality of the vendor's goods or services;
- 4. the extent to which the goods or services meet the district's needs;
- 5. the vendor's past relationship with the district;

- 6. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- 7. the total long-term cost to the district to acquire the vendor's goods or services; [and]
- 8. 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
- 9. Per Texas Education Code, Subchapter B, Sec. 44.031 (b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED
- 10. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Building and Procurement Commission's Proposer Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the Garland Independent School District. www.window.state.tx.us/procurement/prog/vendor_performance

1.2.5. UNIT OF MEASURE

Each line item must be proposed using the same unit of measure as requested by this Request for Proposal. Any questions regarding unit of measure must be resolved between the prospective proposer and the Garland Independent School District Purchasing Department. Failure to propose specified unit of measure may be cause for rejection of proposal for the specific item(s) in question. Any packaging proposed which differs from that specified in the item description must be identified on the Deviation / Compliance Form.

1.2.6. FEATURES/PRICING

Suppliers must provide pricing on the forms provided for each level of machine containing the standard features on the Specifications pages for each corresponding piece of equipment. Other available/additional features that will be an additional cost MUST be included in the "Additional Features" box under each item on the Sample Pricing Form

1.2.7. FELONY CONVICTIONS

Upon notification of potential selections for award, the person or entity submitting this proposal must give notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

1.2.8. ALTERNATE AWARDS

The District awards contracts to vendors as an alternate in case the primary vendor is unable to fulfill the contractual obligations as stated in the specifications/terms and conditions.

1.2.9. PRODUCT LITERATURE

Descriptive and illustrative literature covering the items you propose to furnish shall accompany your proposal when bidding "or equal" items. Literature provided must contain adequate information for district personnel to evaluate the proposal product as "or equal". Failure to do so will result in the rejection of your proposal.

1.2.10. TERM OF CONTRACT

Effective date is August 26, 2025 (or date of award when all equipment is operational). Contract agreement will provide the specific terms dependent on the option selected. Unless cancelled by either party as stated in CANCELLATION FOR CONVENIENCE or CANCELLATION FOR CAUSE.

1.2.11. PRICE ESCALATION PROVISIONS

The District may elect to place several orders during the term of this Request for Proposal. Proposers must specify minimum order quantities – if any – and are required to hold proposed prices for the first year of the contract. During the remaining yearly term of the contract, proposed increases may be submitted for approval but shall not exceed the Consumer Price Index for the previous year.

1.2.12. PROTEST PROCEDURE

Any proposer who is aggrieved in connection with a procurement, excepting right of rejection, may protest in accordance with <u>Garland ISD Board of Trustees Policy</u> <u>CJ Local</u>.

2. CERTIFICATIONS

2.1. CERTIFICATION AFFIRMATIONS

By signing this Request for Proposal, the signed proposer affirms and certifies that its company, corporation, firm, partnership or individual's response to this proposal is in all respects compliant with all provisions in this section.

2.1.1. ANTI-COLLUSION AND FRAUD

Proposer affirms that its company, corporation, firm, partnership or individuals response to this proposal is in all respects bona fide, fair and was not made with collusion or fraud with any person, joint venture, partnership, corporation or other legal entity engaged in this type of business prior to the official opening of this proposal.

2.1.2. COPYRIGHT AND PATENT LAWS

Proposer hereby certifies that it (or its firm hereby represented) is legally authorized to conduct business in Texas and has complied with any and all federal, state, or other laws or regulations applicable to any purchase resulting from this Request for Proposal, including, but not limited to, copyright and/or patent laws and anticollusion law.

2.1.3. PUBLIC INFORMATION

By submitting a response to this request, proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code, Disclosure of Certain Relationships with Local Government Officers; Providing Public Access to Certain Information. A list of local government Officers may be obtained at http://www.garlandisd.net/content/conflict-disclosure. Failure to comply with this provision may result in the bid being considered non-responsive.

2.1.4. ENERGY POLICY AND CONSERVATION ACT

Proposer hereby certifies that it (or its firm hereby represented) that it is compliant with Certification of Compliance with the Energy Policy and Conservation Act - When federal Funds are expended by Garland ISD for any contract resulting from this procurement process, the Supplier certifies that the Supplier will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18).

2.1.5. RECORD RETENTION REQUIRMENTS

Proposer certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other depending matters.

2.1.6. FOREIGN TERRRORIST ORGANIZATION LIST

Pursuant to Texas Government Code Chapter 2252, Company certifies that it is not a company identified on the on a list prepared and maintained pursuant to Texas Government Code § 806.051, 807.051, or 2252.153 ("Foreign Terrorist Organization List"). In the event that Company is added to a Foreign Terrorist Organization List at any time during this Agreement, Company shall promptly provide notice to School. Garland ISD may terminate this Agreement immediately upon receipt and verification of information, by any means, that Company has been added to a Foreign Terrorist Organization List.

2.1.7. BOYCOTT ISRAEL

Pursuant to Texas Government Code Chapter 2270, Company certifies that it does not boycott (as defined in Texas Government Code Chapter 808) Israel and will not boycott Israel during the term of this Agreement with the Garland ISD.

2.1.8. PROHIBITED TRANSACTION

Pursuant to Texas Government Code Chapter 2273, the District is prohibited from contracting with any abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the prospective vendor has such a prohibited affiliation or contractual relationship. By submitting a proposal

2.1.9. BUY AMERICA ACT

Proposer certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Proposer certifies the cost of domestic components exceed 51 percent of the cost of all components for each product. Domestic is defined as one that is produced and processed in the United States. Products not meeting this requirement shall be clearly identified as a deviation on the Deviation/Compliance Form.

2.1.10. LONE STAR INFRASTRUCTURE PROTECTION ACT

Pursuant to Texas Government Code Chapter 2274, with regard to contracts relating to critical infrastructure (including cybersecurity), Company certifies it is not owned or controlled by citizens of China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure, or by companies or governmental entity owned or controlled by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical by citizens of or headquartered in China, Iran, North Korea, Russia, or any other country designated by the Governor as a threat to critical infrastructure.

2.1.11. FIREARM INDUSTRY

Pursuant to Texas Government Code Chapter 2274.002 (SB 19), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.12. ENERGY COMPANIES

Pursuant to Texas Government Code Chapter 2274.002 (SB13), a governmental entity may not enter into a contract with a company for the purchase of goods or services unless the contract contains a written verification from the company that it: does not boycott energy companies and will not boycott energy companies during the term of the contract. This provision is only applicable to a company with at least 10 full-time employees and a contract value of \$100,000 or greater. Executing this agreement is considered written verification that your company is in compliance with the law.

2.1.13. TEXAS HOUSE BILL 1295, CERTIFICATE OF INTERESTED PARTIES If the individual contract/award exceeds \$1,000,000 or goes to the Board of Trustees, the person or entity submitting this proposal must comply with House Bill 1295 which is codified in the Texas Government Code §2252.908 effective January 1, 2016, by submitting a completed and signed Form 1295, Certificate of Interested Parties within 10 days after notification of intent to award. The appropriate form and additional information is available from the Texas Ethics commission at www.ethics.state.tx.us/index.html. The District cannot engage in any contract that does not meeting this requirement.

3. TERMS AND CONDITIONS.

3.1. FEDERAL FUNDS

Federal Acquisition Regulation (FAR) contract clauses, which may be required for orders placed using federal funds, are herein incorporated as if listed in full text. Copies of applicable clauses may be obtained from (or reviewed at) any federal purchasing activity.

3.2. PURCHASE ORDERS AND CONFIRMATION

The Garland Independent School District will email purchase orders in lieu of facsimile transmission. In addition to purchase orders, all solicitation notices, and award notifications will be communicated by email.

Purchase Orders will serve as the award instrument(s) against this Request for Proposal. Orders will be placed as items are approved for purchase and funds become available.

Proposers who require the use of a separate contract document, must incorporate the terms and conditions of this Request for Proposal into the document. **Proposer agrees to provide a copy of the contract document in word format upon request.**

3.3. CONTRACT AMENDMENTS

Changes will be communicated by an executed amendment adjusting the purchase order accordingly.

3.4. PAYMENTS VIA ACH

Garland ISD will make all payments via ACH. Awarded supplier will be required to submit banking information on a form provided by the district at: <u>http://www.garlandisd.net/content/how-do-business-us</u>. Payment will be made within 30 days after the later of, receipt of goods/services and a properly submitted invoice. The district considers an invoice properly submitted when the following conditions are met:

- **3.4.1.** Invoice is received at the address indicated on the purchase order
- **3.4.2.** Pricing on the invoice matches the price on the purchase order
- **3.4.3.** Include a description of the goods or services furnished, the purchase order number, invoice number and any applicable cash discount.
- 3.4.4. Quantities on the invoice do not exceed those specified on the Purchase Order
- 3.4.5. Unique invoice number used for each billing
- **3.4.6.** Merchandise has been received.
- **3.4.7.** Description of goods and services, and unit of measure, on the invoice, shall match the description on the Purchase Order.

NOTE: Awarded Companies are expected to ship goods and/or perform services in the same week in which they are invoiced. Invoicing procedures for each awarded company will be incorporated into the proposer's performance rating.

3.5. CHANGING QUANTITIES

Quantities may be increased or decreased at the discretion of the District. *Quantities listed herein are best estimates only and cannot be guaranteed.

3.6. NO SMOKING POLICY

No smoking or use of any tobacco products is permitted on school property.

3.7. CHOICE OF LAW/VENUE

This Request for Proposal and any resulting award(s) shall be interpreted within the laws of the State of Texas and the Uniform Commercial Code (UCC). In case of discrepancies between the laws of the state of Texas and the UCC, the laws of Texas will prevail. Venue for any legal action filed relative to this Request for Proposal or any resulting purchase orders shall be in Dallas County, Texas.

3.8. INVALID PROVISIONS

In the event that any one or more of the provisions contained in this Request for Proposal (or resulting purchase order) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provision hereof, and this Request for Proposal (or any resulting purchase order) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.

3.9. QUALITY OF WORKMANSHIP

If problems with quality or workmanship arise on items received, the supplying vendor is responsible for replacing any/or all items at no cost to the Garland ISD. The supplying vendor will also be responsible for returning to the designated campus or department to pick up the items in question. Garland ISD will not be responsible for shipping items back to vendors. If the equipment is non-operational for two (2) business days a loaner will be required. If the equipment is non-operational for five (5) business days the equipment will be replaced with a machine of comparable performance and features at no additional cost to the district.

3.10. OVERCHARGE CLAIMS

Successful proposer(s) hereby assigns to purchase any and all claims for overcharges associated with any contract resulting from this Request for Proposal which arise under the antitrust laws of the United States, 15 USCA Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01 et. seq.

3.11. AVAILABILITY OF FUNDING

Garland ISD's fiscal year is July 1 through June 30. Funds are available for the current fiscal year only. Should the Garland ISD Board of Trustees not approve funds for this service, any contract resulting from this Request for Proposal will automatically terminate on the last day of the school fiscal year for which funds have been appropriated at no further cost or obligation to the District.

3.12. CONTRACT ASSIGNMENT

This contract may be assigned only with the written consent from both parties. Any

assignment by Proposer of this contract or any part thereof without written consent of Garland ISD shall be void.

3.13. INDEPENDENT CONTRACTOR

It is understood that in the performance of any services herein provided, for Contractor shall be, and is, an independent contractor, and is not an agent or employee of the District and shall furnish such services in its own manner and method, except as required by this contract. Further, Contractor has, and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend, and save the District harmless, from all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

3.14. CANCELLATION FOR CONVENIENCE

The Garland Independent School District reserves the right to cancel any contract (purchase order) resulting from this Request for Proposal at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidder's address appearing on the face of the Request for Proposal (or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.15. CANCELLATION FOR CAUSE

District shall have all remedies available at law or in equity. Where the Supplier is in default in delivery or otherwise, or has breached any terms or conditions of this contract. Garland ISD may terminate this contract in whole or in part without any adjustment, and in addition to any other remedy provided by law, may procure items or services, similar to those as to which this contract is terminated, and Supplier shall be liable to Garland ISD for any costs or such similar items or services in excess of the price or prices specified herein, provided, however, that Supplier shall continue the performance of this contract to the extent not terminated by the Garland ISD.

3.16. AGREEMENT BETWEEN PARTIES

The Contract Document consisting of the purchase order(s) and the Specifications or any documents attached thereto or expressly incorporated therein constitute the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiation representation and agreements, with respect thereto not incorporated in such Contract Documents, are hereby cancelled. This Agreement can be modified or amended only by a document duly executed on behalf of the parties hereto.

3.17. PRINCIPAL PLACE OF BUSINESS

The Garland ISD shall not award a governmental contract to a proposer whose principal place of business is not in Texas, unless the nonresident underprices the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident Proposer would be required to underprice a nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located. [This requirement does not apply to a contract involving federal

funds.]; Texas Government Code, Title 10, Section 2252.002. (Refer to Supplier Questionnaire)

3.18. DISTRICT ACCESS TO WORK AREA

District and its representative shall at all times have access to work whether it is in preparation or in progress. Laboratory shall provide proper and safe facilities for such access and for inspection.

3.19. HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SUPPLIER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLL-ECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY DISTRICT, AND HOLD HARMLESS THE DISTRICT, REPRESENTATIVES OF THE DISTRICT, AND ITS MEMBERS OF THE BOARD OF TRUSTEES, ADMINISTRATORS, OTHER **EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND** AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR **RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF** GOODS, BY VENDOR PURSUANT TO THIS CONTRACT, OR ANY PART THEREOF, OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE **OR WILLFUL MISCONDUCT OF ANY INDEMNITEE.**

3.20. AUDITING CONTRACT

Upon request by Garland ISD or Comptroller General of the United States, any duly authorized representative of Garland ISD shall, until three (3) years after final payment under this Agreement, have access to and right to examine directly pertinent books, papers, documents, accounts, and records of Seller involving transactions related to this Agreement and to examine Seller's place of business as necessary to determine whether the terms of this Agreement are being carried out. This audit will be conducted at a location where those business documents are being held at the time of the audit request. Seller shall be required to maintain such records for three years after final payment.

3.21. LIMITATION OF LIABILITY

Garland ISD shall have all remedies available at law or in equity to include reimbursement of attorneys' fees and all costs incurred in enforcing such rights. No modification of limitation of remedy shall be a part of this contract.

3.22. AUTHORIZED NEGOTIATORS

Designated GISD Purchasing Department personnel and GISD General Counsel are the only individuals allowed to negotiate contract agreements/terms & conditions and/or pricing before an award is made as well as after an award has been made. Firms hereby agree that any negotiations regarding this RFP pertaining to agreements/terms & conditions and/or pricing shall be between proposing firm and the Purchasing Department and/or GISD General Counsel throughout the term of the contract.

During the negotiation phase, the firm hereby agrees that any costs associated during negotiations of this RFP will be the sole responsibility of each party. At any time during this phase, the District reserves the right to end the negotiation in writing and initiate negotiations with the next highest-ranked firm.

3.23. E-COMMERCE PARTNER

Garland ISD has implemented an Oracle iSupplier module and will require the successful supplier to utilize this application. iSupplier is a collaborative application that enables Garland ISD and the supplier to communicate. The system enables suppliers to have real-time access, through a standard internet browser, to information such as bids, purchase orders, invoice status, payments, and respond to Garland ISD with order acknowledgments and change requests. Oracle also allows the supplier to input invoices through the portal if permitted by Garland ISD.

In addition to I-Supplier, Garland ISD has implemented iSourcing, which allows the supplier to receive and submit bids and quotes electronically.

iSupplier and iSourcing are provided free to suppliers. Additional information regarding this Oracle application can be obtained at

http://www.oracle.com/us/products/applications/ebusiness/procurement/inde x.html.

3.24. FORCE MAJEURE

Neither party shall be liable for delay in delivery or performance or for failure to give notice of delay when such delay is due to factors beyond its control, including, but not limited to, fires, strikes, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Proposer is unable to perform any of its obligations as a result of force majeure, proposer shall immediately give written notice to the District of the date of inception of the force majeure condition and the extent to which it will affect performance.

3.25. FINGERPRINTING REQUIREMENT

Suppliers who will only deliver but not enter a school building to perform services will be required to complete and submit the <u>CERTIFICATION FOR CRIMINAL HISTORY</u> <u>CHECK FORM only</u>, prior to beginning services.

Suppliers who will deliver and enter a school building to perform services will be required to complete the Criminal History Check process described below, prior to beginning services should be completed and returned after all personnel have been fingerprinted.

Criminal History Checks

During the term of this agreement, the firm's employees have the potential to have continuing duties and direct contact with students. Subsequently, the supplier is responsible for complying with Texas Education Code § 22.0834. Supplier may not commence work until all employees have been approved by the Purchasing Department.

At a minimum, the company recommended for award shall:

Obtain required criminal history record information, through the Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT), regarding its employees assigned to work GISD premises. The following steps should be followed to complete the process:

All suppliers must:

Follow instructions on the award letter provided by Purchasing to arrange an appointment for employees to be finger printed. Employers may select the most convenient location to their zip code.

After fingerprinting is completed, email Penny Dabbs, Administrative Assistant to Executive Director of Purchasing at <u>PLDabbs@garlandisd.net</u> and provide the following: RFP number, full name, and date of birth for all personnel assigned to work on-site during the contract term. If it is not possible to verify an employee based on the name and date of birth, it may be necessary to provide a driver's license number or state identification card.

If an employee is arrested while under contract, you must contact Dana Knox, GISD Human Resource Specialist of Fingerprinting/Investigations at 972-487-3213. The incident must be reported within 3 business days of the arrest.

Notify GISD Purchasing Department if employees leave employment with the firm during the contract term or cease responsibilities on GISD property.

4. SHIPPING AND DELIVERY

4.1. SHIPPING CHARGES

The successful proposer(s) shall be responsible for all transportation and transportation costs should service be performed off-site. Delivery is to be FOB destination, freight prepaid. Seller to pay freight charges, bear freight charges, own freight in transit, and file claims – if any. The unit price should include all shipping charges.

4.2. PICKUP AND DELIVERY TIMES

Pickup and delivery will be made between the hours of 7:30 AM and 2:00 PM Monday through Friday, excluding school holidays. Purchase Order will provide Ship to address. Installation: The successful bidder shall provide the following services at no additional cost.

- **4.2.1.** Uncrate and completely assemble the copier.
- **4.2.2.** Vendor will be responsible for all connections from the wall out to the printing devices. Vendor is to network all printing devices and ensure proper operation on the network. Garland ISD IT personnel will provide IP addresses. All support for networked devices will be the responsibility of the vendor and at no time is the vendor to refer end users to Garland ISD IT personnel.
- **4.2.3.** Start, test, and adjust the machines by a trained technician to ensure the copier is setup properly.

4.3. UN-LOADING OF NON-PALLETIZED FREIGHT

Non-palletized freight shall be unloaded inside the Warehouse or School building. Vendor is responsible for providing material handling equipment and/or personnel when delivering to schools or departments. Vendor must advise freight line of this requirement. Garland ISD personnel will not assist in the unloading of non-palletized freight.

4.4. SHIPPING CONTAINERS

Items shall be delivered to the GISD in the original manufacturer's shipping container. If this is not possible, shipping containers used are to include compatible products and meet current D.O.T. regulations.

4.5. DISPOSAL OF SHIPPING CARTONS AND DEBRIS

Removal of shipping cartons and other shipping debris is the sole responsibility of the successful supplier(s). Removal from the delivery site will be completed the same day of installation. Garland ISD employees will not assist in the clean-up process and Garland ISD dumpsters will not be utilized in the disposal process.

4.6. PURCHASE ORDER IDENTIFICATION

Shipping containers and/or delivery ticket shall be clearly and legibly labeled with the proper Garland ISD purchase order number. Any item delivered to Garland ISD without a Garland ISD purchase order number may be refused and returned to the vendor. The cost of the return shall be the burden of the responsible vendor.

5. GENERAL INFORMATION

5.1. SCOPE

The purpose of the Request for Proposal (RFP) is to obtain proposals from qualified suppliers to acquire Digital Printing Equipment & Related Services as outlined in this RFP for the Garland Independent School District. This contract is also expected to yield maximum service and uptime of proposed equipment solution. Delivery of the proposed equipment and related services will provide the District with the ability to efficiently conduct the district's day-to-day business. The district will accept one option in the proposal document: 1) 36-month right to use lease with the option to extend for three one-year options with unlimited copies at a fixed cost The district committee will determine which option provides best value for the district.

Garland ISD desires, through utilization of the latest technology and partnering with a vendor(s) that have demonstrated the ability to service K-12 Districts with cutting edge solutions for the copying and printing needs of the district.

5.2 BACKGROUND

The Garland Independent School District has a student population that exceeds 51,659 students and 7,175 employees. The school district has 2 pre-kindergarten centers, 44 elementary schools, 12 middle schools, 3 "other" education centers, and 7 high schools. Combined with our support facilities, Garland ISD has 70 operating locations in three cities, Garland, Rowlett, and Sachse. Currently the district leases approximately 317 devices (293 copiers and 24 duplicators) to run approximately 75 million copies per year (Refer to data table located in section 7.16.1).

5.3 TECHNOLOGY OVERVIEW

Garland ISD is a sophisticated technological environment consisting of an underground private fiber network, multiple hub locations, and a main data center. The network delivers data, voice for the IP phone system, multicast satellite TV channels to the classrooms, and closed-circuit television (CCTV) for security. A robust wireless infrastructure also exists in all GISD locations.

GISD's network infrastructure supports high demand applications residing on its network. Multiple internet connections provide 40 gigabit connectivity to the internet, combined with the internet bandwidth management capabilities of district firewalls, should permit offsite applications to perform as well as onsite applications.

GISD utilizes Microsoft Active Directory in a mixed environment that includes Windows and Linux servers provided via physical and virtual server platforms. Microsoft Office 365 provides email and other collaborative cloud services. Garland ISD is a Google certified district, utilizing Google Services wherever applicable in the learning area. An Oracle environment supports several of the central administrative systems (finance, HR, etc.), and Skyward is the district's student information system. Laserfiche is the district's Enterprise Content Management provider. GISD has staff with Oracle and SQL expertise.

GISD technology incorporates multiple device platforms including Windows desktops and laptops, Apple MacBooks and iPads, and Chromebooks.

GISD Technology Department will need a 2-hour block of time to help coordinate with the suppliers technician on site for collaboration to help resolve all technical issues.

5.4 **PROPOSER OBLIGATIONS**

Proposers are invited to submit proposals in accordance with the requirements outlined in this document. The proposals are required to address all specifications in this RFP. The Successful Proposer will organize the project under the direction of the Garland Independent School District. The Successful Proposer will at all times be held liable, both individually and severely, for the performance of all contractual obligations which may result from an award based on this RFP and shall not be relieved of non-performance of any or all subcontractors.

5.5 EVALUATION CRITERIA

SEE TABLE 5. REFERENCE PARAGRAPH 1.2.4.

Criteria Number	Criteria Description	Category Value
1.	Purchase Price	
	Proposal Price – This section will be scored based on proposer's total price in relation to ranking among other proposers prices.	45 points
2.	All other Factors	
	Category Total:	Points 55

TABLE 5

The reputation of the vendor and of the vendor's goods or services. References and Past Experience – Designated evaluators will check information submitted to score this section. Proposer will provide three (3) references with most updated contact information. Based on current school district with at least 200 devices. 2a 3 Positive References = 5 Points 2 Positive References = 3 Points 1 Positive References = 1 Points 2b The quality of the vendor's goods or services (The quality of the vendor's goods or services will be evaluated during the proof of concept phase) 2c The extent to which the goods or services meet the district's needs. 2c Transmittal Letter (Section 6.2.1) = 12 Training (Section 7.4) = 17 Implementation Plan (Section 7.5) = 12 Addendum acknowledgements, if any = 2 All required forms = 5	20
2b (The quality of the vendor's goods or services will be evaluated during the proof of concept phase) The extent to which the goods or services meet the district's needs. Transmittal Letter (Section 6.2.1) = 12 Training (Section 7.4) = 17 Implementation Plan (Section 7.5) = 12 Addendum acknowledgements, if any = 2	5
2c Transmittal Letter (Section 6.2.1) = 12 Training (Section 7.4) = 17 Implementation Plan (Section 7.5) = 12 Addendum acknowledgements, if any = 2	0
	48
2d The Vendor's past relationship with the district	0
2e The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	0
2f 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:	0
(A) has its principle place of business in this state	
(B) employs at least 500 persons in this state	
3 Litigation – Proposer is to indicate and list if actively involved in any litigation with Owner (only) organization(s) (past, previous, or current)	
Evaluation Criteria Step 2- Based on ranking of the proposals after "Evaluation Criteria Step 1," the inancial strength will be evaluated for only the top ranked proposals or as many as deemed necessate the district.	

Category Total:	2 poir
Financial status of the vendor (as rated by the most recent Dun & Bradstreet)	
Proposer must indicate number of years as a D&B member.	
Proposer to provide current D&B rating. (Within the past 12 months)	
Proposals must include the DUNS account number and location of office. Failure to provide the DUNS number and risk factor rating will result in zero (0) points.	

Per Texas Education Code, Subchapter B, Sec. 44.031(b) *ALL CONTENTS PROVIDED IN THIS SOLICITATION, WILL BE CONSIDERED AS AN EVALUATION FACTOR!

An additional 10 points will be used to evaluate those firms entering the Concept Phase.

6. PROPOSAL FORMAT

6.1 INTRODUCTION

Each proposal submitted in response to this RFP must be organized and arranged to correspond with those numbered sections of this RFP that require a response. All material submitted will be used as an evaluated factor. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of the content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered.

6.2 GENERAL ORGANIZATION OF PROPOSAL CONTENT

Each proposal must be organized in the manner described below.

- Transmittal Letter
- Exceptions/Deviations
- Table of Contents
- **Proposer Identifying Information**
- Subcontractor Information
- Project Requirements
- Cost Proposal
- Addendum acknowledgements, if any
- All required forms.

6.2.1 TRANSMITTAL LETTER

The proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services and products required by the District. The transmittal letter must state that the proposal is valid for a minimum of 120 days from the day after the date that proposals are delivered to the District.

The transmittal letter must be signed by a person legally authorized to bind the proposer to the representations in the response. The proposer should also indicate, in its transmittal letter, why it believes that it is the most qualified proposer to provide the products and services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of this RFP. If a proposer takes exception to any of the proposed terms and conditions of this RFP, those exceptions must be noted on the Deviations/Compliance Form (per section 6.2.2).

6.2.2 EXCEPTION/DEVIATIONS PAGE(S)

Include all exceptions to the document on the Deviations/Compliance Form provided in this RFP. It is assumed that you agree to all items in this RFP unless specifically noted on the form. The exceptions noted must be specific and not vague in nature. Each deviation must reference the section in the RFP be an evaluated factor and may result in the disqualification of the proposal dependent on the nature and quantity of the deviation.

6.2.3 TABLE OF CONTENTS

Each proposal shall be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents should clearly identify and denote the location of all enclosures of the proposal. The table of contents should follow the RFP's structure

6.2.4 PROPOSER IDENTIFYING INFORMATION

6.2.4.1 Name and address of business entity submitting the proposal;

- 6.2.4.2 Type of business entity (i.e., corporation, partnership);
- 6.2.4.3 Place of incorporation, if applicable;
- **6.2.4.4** Name and location of major offices, plants, and other facilities that relate to the supplier's performance under the terms of the RFP;
- **6.2.4.5** Name, address, email, and fax number of the proposer's principal contact person regarding all contractual matters relating to this RFP;
- 6.2.4.6 Dunn and Bradstreet number and current rating for corporate headquarters

6.2.5 SUBCONTRACTOR INFORMATION

- **6.2.5.1** A response to this RFP must identify any subcontractors, and outline the contractual relationship between the Successful Proposer and each joint proposer or subcontractor.
- **6.2.5.2** The District will look solely to the Successful Proposer for performance of the contract. The Successful Proposer agrees to indemnify and hold harmless the Garland Independent School District from any claim asserted by or against the Successful Proposer's subcontractors, if any are required. The proposer must provide statements from subcontractors, signed by an individual authorized to legally obligate the subcontractor, attesting to the

fact that it will provide the products and/or services as represented in the proposal.

6.2.5.3 If the proposer chooses to use a third-party financing organization all terms and conditions established herewith apply to the leasing agreement and must be listed as a subcontractor.

6.2.6 PROJECT REQUIREMENTS

This section shall address all items listed in section 7 Project Requirements. Failure to respond to project requirements as requested may be considered non-responsive.

6.2.7 COST PROPOSAL

The proposer must utilize the forms located in the RFP to submit the proposed pricing for equipment, service, and cost for color copies. Failure to supply cost proposals as requested may be considered non-responsive and may result in the disqualification of the proposal. All cost to perform this contract must be identified in this section.

Proposal price for monthly right to use lease will include all supplies, preventive maintenance checks, parts and equipment replacement, repair, reconditioning, rebuilding or refurbishment and all labor associated with preventive maintenance and with the training, service, repair, replacement, reconditioning, rebuilding or refurbishment of equipment (except paper, and copies for color print).

Software cost associated with this proposal will be submitted in this section. Identify the proposed software and cost associated with implementing an enterprise solution. The annual software license, and any implementation fees associated with the software must be listed separately.

7 **PROJECT REQUIREMENTS**

7.1 GENERAL REQUIREMENTS

7.1.1 PROPOSER QUALIFICATIONS

- **7.1.1.1** Each bidder shall have been in business of selling and or servicing copiers for at least three years.
- **7.1.1.2** If the bidder is a dealer rather than the actual manufacturer of the equipment, the following certification must be included as an attachment to the negotiated contract (after award).

"The manufacturer certifies that the dealer is an authorized dealer for the specific equipment proposed. Furthermore, the manufacturer guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon default by the dealer will assume and discharge the dealer's obligations for the remainder of the contract at the prices, terms, and conditions originally proposed by the dealer."

7.1.1.3 The bidder shall provide a list of three 3 references, preferably K-12 school

customers that have used the proposed product(s) and services. Include school name, e-mail, telephone number, quantity of machines, and length of time equipment has been at the location. References having similar monthly volumes and number of machines as identified in this proposal will receive greater weight. Supplier must have at least one K-12 school reference with at least 200 multi-functional devices operating in a networked environment to be considered. Garland ISD will send reference forms to references submitted, but only the returned references will be considered for evaluation.

7.1.1.4 Supplier shall provide the varying methods available for obtaining meter read information and/or any restrictions or limitations for obtaining the readings from the district and include this information in the RFP response.

7.2. PROPOSER WARRANTIES

- **7.2.1** Proposer warrants that the company is an authorized reseller/distributor of proposed equipment.
- **7.2.2** Proposer warrants all technicians assigned to the Garland ISD are authorized/certified/trained by the manufacturer to repair the proposed equipment.

7.3 SERVICE SPECIFICATIONS

- **7.3.1** Proposer warrants that all equipment provided under this contract will perform at an uptime level of 97% per month. This provision pertains to each piece of equipment.
- **7.3.2** Proposer warrants that the district may have equipment replaced if any piece of equipment fails to meet the 97% uptime in two months for any three-month period.
- **7.3.3** Proposer warrants that service response time shall not exceed four (4) hours. Garland ISD expects a 2-hour response time. A 4-hour response time will be acceptable, however, anything beyond 4 hours will be considered unacceptable. Identify the response time your company will warrant.
- 7.3.4 Contractor shall be responsible for performing all equipment repairs.
- **7.3.5** Replenishment of supplies shall be monitored by contractor and delivered in sufficient time to avoid a disruption of service. Identify the proposed process for establishing inventory levels for supplies and repair parts. Each school and department has limited storage space and vendors should not plan to use the school sites for bulk inventory storage.
- **7.3.6** If the equipment is non-operational for two (2) business days a loaner will be required.
- **7.3.7** If the equipment is non-operational for five (5) business days the equipment will

be replaced with a machine of comparable performance and features at no additional cost to the district.

- 7.3.8 Contractor must provide or provide access to a monthly report for each school/department that includes copy volume, number of service calls, response time, 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. Proposer shall include a detailed overview of how the data is collected, analyzed and used. Contractor must be prepared to provide a detailed service history and equipment performance upon request.
- **7.3.10** The bidder shall identify the location and operating hours of the Service Department responsible for servicing this account. Identify the number of technicians that would be assigned exclusively to service the Garland account and your firm's standard technician to machine ratio. Provide technical support hotline number.
- **7.3.11** Identify the proposed process for establishing inventory levels for supplies and repair parts. Include the location and hours of the warehouse operation if different than the Service Department. Each school and department has limited storage space and vendors should not plan to use the school sites for bulk inventory storage.
- **7.3.12** Identify the proposed process for Garland ISD to obtain additional equipment, right-sizing, down-sizing and overall flexibility to add features or functionality throughout the term of this agreement. This section shall include the flexibility provided at no cost and a subsequent section identifying the flexibility provided at an additional cost. The additional cost section shall include detailed information regarding how the cost will be developed.

7.4 TRAINING

- **7.4.1** 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 information for training new/replacement employees. Provide copies of actual training forms used in other districts. Personally identifiable information may be redacted from the copies. Successful supplier shall be prepared to schedule specific dates and times with each school or department. Is your firm willing to perform training on an as-needed basis?
 - __Yes ____No, if yes, identify the lead time required to request the training.
- **7.4.2** Identify the documentation and resources available to assist users after the training is completed.
- **7.4.3** Proposer shall provide refresher training when operator error attributes to more than 10% of the monthly downtime.

Training costs must be included in your pricing section of your proposal.

7.5 IMPLEMENTATION PLAN

Provide an overview of your firm's plan to replace equipment and the appropriate timeline for each component of the installation plan. Include a list of the resources allocated for this purpose. Identify all supply chain risk and how your company is mitigating those risk.

Provide a schedule of how you will deploy your solution and maintain communication and updates with all district parties involved in using your proposed solution.

7.6 EQUIPMENT

- **7.6.1.** Proposer shall provide all new equipment for this engagement with the exception of the devices for the Concept Phase and loaner equipment if needed.
- **7.6.2.** Identify the operating environment needed for each proposed piece of equipment. As a minimum include electrical, space and ventilation requirements.
- **7.6.3.** Equipment shall be capable of operating on the district's network except duplicators. 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.

This section should be used to provide vendor capabilities relating to remote diagnostics and network connectivity. The district is looking for creative and innovative ways to use our existing and future technology infrastructure as a conduit for providing an efficient multifunctional device (MFD) program. Vendors should identify all the technology capabilities of the proposed equipment and examples of how this technology has been integrated into other K-12 environments to improve efficiencies and delivery of education for the 21st century learner. The Garland ISD has implemented a document management solution with Laserfiche. Provide a list of document management solution in which the proposed equipment/software has interfaced with and to what extent.

All printing devices except duplicators must be capable of integrating or interfacing with line of business suites, including but not limited to Follett, Skyward, Oracle and Office Suites.

7.6.4. Leases entered into in this agreement shall be coterminous. Supplier shall exchange non-performing (7.3.7) machines throughout the lease term.

7.7. SECURITY/AUTHENTICATION

It is the desire of the district to procure equipment that deletes or cleans scanned images as copies are made. If awarded, the equipment provided to the GISD must be configured as such upon arrival. Each firm shall explain, in detail, how hard drives are cleaned to ensure customer's data is safeguarded. Provide all information regarding certifications and explain how you meet government security standard requirements in this area. (Refer to Minimum Requirements section)

7.8 ENERGY EFFICIENCIES

- **7.8.1.** Equipment proposed must be Energy Star Compliant Each firm shall explain, in detail, how their equipment meets this criterion. (Refer to Minimum Requirements section)
- **7.8.2.** What solutions/options does your firm suggest for schools/departments to save money during the summer months or while not in session?

7.9 VALUE ADDED INFORMATION

7.9.1 We understand that the features requested in this proposal can be matched by most current major copier companies, please identify what other features/aspects/services you believe stand out above your competitors and should convince us to select your product offering above all others that are submitted.

7.9.1.1. Identify/elaborate on any/all programs that are available with the solution proposed (which are included in the proposed price).

7.9.1.2. Identify/elaborate on additional "extra" available programs/features and provide all related costs/fees for each in section. For any features/services/programs listed that do not include fees, it will be considered that fees as already included in the proposed price.

7.10 PROOF OF PROPOSED CONCEPT (10 POINTS)

After the RFP responses are submitted, the district will assess the responses by each solution provider. Proposals submitted will be scored according to our Evaluation Criteria Form. The district may contact selected solution providers to present their products and proposed solution. The district may elect to limit the number presentations following a careful evaluation of all submitted responses or make an award without this phase.

Selected firms are required to provide the GISD with a (Proof of Concept) testing phase for approximately fifteen (15) days for all proposed service and equipment submitted herein and at no cost to the GISD. This sample period will be used to ascertain the functionality and effectiveness of said service and equipment prior to the official execution of a service agreement.

During this phase, supplier shall provide a revised lease agreement which incorporates RFP terms and provisions. Supplier shall provide 5 devices for said testing period. Any dysfunctional or unsatisfactory equipment functionality or service discovered by the GISD and/or the supplier during or after this testing and sample period shall be immediately documented and resolved by the supplier in a timely manner. Resolution of (all) dysfunctional issues will be subject to the GISD final approval. The GISD also reserves the right to terminate the proof of concept period at any time, at the sole discretion of the district.

7.11 MINIMUM REQUIREMENTS

7.11.1. GENERAL ORGANIZATION OF PROPOSAL CONTENTS - The proposal shall valid for a minimum of 120 days from the day after the date that proposals are

delivered to the District. (Refer to Section 6.2.1)

- **7.11.2.** ENERAL REQUIREMENTS Each bidder shall have been in business of selling a school district and currently servicing copiers for at least three years. (Refer to Section 7.1.1.1.)
- 7.11.3. GENERAL REQUIREMENTS If the bidder is a dealer rather than the actual manufacturer of the equipment, the manufacturers certification must be included with the dealer's proposal. (Refer to Section 7.1.1.2). Is your firm a dealer?
 Yes No
- **7.11.4.** GENERAL REQUIREMENTS The bidder shall provide a list of three (3) references. (Refer to Section 7.1.1.3)

7.12 MINIMUM SOFTWARE REQUIREMENTS:

7.12.1. Any print/copy management software required to work on desktops shall be TCP/IP compliant.

7.13 MINIMUM NETWORK REQUIREMENTS:

- 7.13.1. Must be compatible with Microsoft networking protocols
- **7.13.2.** Must support full LPD/LPR/IPP: (Line Printer Daemon/Line Printer Remote/Internet Printing Protocol)
- 7.13.3. Supports TCP/IP and Frame Type Ethernet II
- **7.13.4.** All printing devices except duplicators must be capable of integrating or interfacing with line of business suites, including but not limited to Follett, Skyward, Oracle and Office Suites.

7.14 MINIMUM SECURITY REQUIREMENTS:

- **7.14.1.** Image Overwrite Option: Electronic erasure from hard disk must be performed automatically at job completion. This is setting should be available and turned on, so whenever a copy is taken, it is erased once the copy is made from the digital disk in the copier machine.
- **7.14.2.** Basic Access Authentication Feature: Allows employees to utilize GISD identification badge so that copies can be tracked.
- **7.14.3** Secure Print: To make sure when a print job is sent from the desktop no one can intercept it for the contents using badge authentication.
- **7.14.4** Embedded fax: There should be a complete separation of the fax telephone line and the network connection.
- **7.14.5** User authentication: User must be valid to GISD Network or approved by the copier machine as a verified user of the machine. Ability to utilize Badge

Authentication to provide for access, management of privileges and other functions along with usage tracking

- **7.14.6** Access Control Feature: With the Access Control feature, authenticated users are assigned privileges with varying levels of access to features, data, or database objects and attributes.
- **7.14.7** File Encryption and File Deletion: File encryption and File deletion capability should be available at the print/copy machine or within the software used by the print/copy machine to provide the hard drive to be wiped/formatted at predetermined intervals.

7.15 MINIMUM ENERGY EFFICIENCY REQUIREMENT:

7.15.1 Equipment proposed must be Energy Star Compliant

Does your firm's proposal meet the Minimum Requirements stated here-in/stated above? (Check one)

Yes, proposal meets the Minimum Requirements listed

No, proposal does not meet the Minimum Requirements

listed

GARLAND INDEPENDENT SCHOOL DISTRICT PROPOSAL PRICING FORM (PAGE 1)

7.16 PRICING (45 Points)

For estimated volumes, based on historical data for each machine, refer to "Garland ISD Digital Printing and Related Services Usage Report". This shall only provide an estimate and shall not be construed as guaranteed volume.

7.16.1 GARLAND	ISD DIGITAL PRINTING AND RELATED SERVICES USAGE
REPORT	

DUPLICATORS INCLUDED		
Month	Black and White	Color
December	5,649,522	1,237,876
November	8,623,432	1,636,451
October	6,339,881	511,234
September	9,994,326	580,461
Total	30,637,161	3,966,022

7.16.2 SAMPLE PRICING FORM:

The pricing of equipment on the "Sample Pricing Forms" shall be used for evaluating the pricing component. Actual equipment pricing for the contract will be dependent on products and features selected by each campus/department upon award.

There is one (1) set of forms for completion. Each piece of equipment will have a "Sample Pricing Form" that is numbered 1 through 13 with a "Cost Proposal/Pricing Form" numbered 1 through 13 (see further information below). Please note the set of forms is to provide pricing for a 36-month lease.

All proposed equipment shall have scan/fax/network as a minimum, except duplicators. Duplicators allow manila/construction paper to be the paper source. Use of this type of paper causes operational issues in copier equipment. In addition to duplicator equipment, you may provide equipment solutions that meet this need.

Each form has information which includes an estimated quantity, manufacturer name, model, and volume, and a feature check list. Each provider shall identify which features are included in the base price. Check the box next to each feature that is included in the base price. Any additional Base features not listed shall be added in the blank lines shown as "Base:" listed. Exceptions must be identified and documented in accordance with 6.2.2 if a feature listed on the "Sample Pricing Form" is not available from the manufacturer.

7.16.3 COST PROPOSAL/PRICING FORM:

The "Cost Proposal/Pricing Form" provides an opportunity for additional features which are available from the manufacturer to be listed. If there is an additional monthly cost, it shall be identified with the feature and model number as shown on the "Cost Proposal/Pricing Form"

Also, it is advantageous for the proposal to include any additional add-on features that are available and not included in the "Sample Pricing Form."

SAMPLE PRICING FORM GARLAND INDEPENDENT SCHOOL DISTRICT

COMPANY NAME:

1.	Qty.: <u>31</u>	Manufacturer	Model	_CPM 20-30
		Standard Fea	ture Checklist	
	🗖 Maximur	m original size 8.5" x 14"		
	Maximu	m copy size 8.5" x 14" (Mat	ching tray adjustment size)	
	Reductio	n/Enlargement Zoom: Up 1	to 400%	
	Copy aud	ditor 25 numbers/codes		
	Preselect	ion 1-99		
	Standard	l paper supply 500 sheet		
	Bypass 1	00 sheets		
	Duplex			
	Documer	nt Feeder ADF 50 sheet		
	Warm-u	p timesecond	ls	
		y timeseconds		
	_		me per month	
	Maximu	m paper weight		
	Base:			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

COST PROPOSAL/PRICING FORM GARLAND INDEPENDENT SCHOOL DISTRICT

 Manufacturer
 Model
 CPM 20 - 30

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

(If your firm offers more options/additional features than there is room above to list them, please make a copy of this page and list them in the box and attach to the back of this sheet)

SAMPLE PRICING FORM GARLAND INDEPENDENT SCHOOL DISTRICT

Proposal Cost Sheet Low Volume Copier Right to use Lease

2. Qty.: <u>78</u> Manufacturer_____ Model ____ CPM 30 - 40

Standard Feature Checklist

Maximum original size 11" X 17"
☐ Maximum copy size 11" X 17" (Matching tray adjustment size)
Tray 8 1/2" X 11" (500 sheet capacity)
Tray adjustable up to 8 ½" X 14" (500 sheet capacity)
Reduction/Enlargement Zoom: Up to 400%
Copy auditor 25 numbers/codes
Preselection 1-99
Bypass 100 sheets
Document Feeder ADF 100 sheet
Catch Tray 1 x 100
High capacity paper supply (2000 sheets)
Auto Stapler, multi-position
Auto Duplex
Finisher
□ Stand included
Warm-up timeseconds
Grist-copy timeseconds
Manufacturer maximum rated volume per month
Maximum paper weight
Base:

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

COST PROPOSAL/PRICING FORM GARLAND INDEPENDENT SCHOOL DISTRICT

2. Manufacturer_____ Model ____ CPM 30- 40

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

(If your firm offers more options/additional features than there is room above to list them, please make a copy of this page and list them in the box and attach to the back of this sheet)

SAMPLE PRICING FORM GARLAND INDEPENDENT SCHOOL DISTRICT

Proposal Cost Sheet Low Volume Copier Right to use Lease

3.	Qty.: <u>15</u>	Manufacturer	Model	CPM 50-60
----	-----------------	--------------	-------	-----------

Standard Feature Checklist

Maximum original size 11" X 17" **Maximum copy size 11" X 17" (Matching tray adjustment size) Tray 8 ½" X 11" (500 sheet capacity)** Tray adjustable up to 8 ½" X 14" (500 sheet capacity) Reduction/Enlargement Zoom: Up to 400% **Copy auditor 25 numbers/codes** Preselection 1-99 Bypass 100 sheets **Document Feeder ADF 100 sheets** Catch Tray 1 x 100 High capacity paper supply (2000 sheets) ☐ Auto Stapler, multi-position **Auto Duplex Finisher Stand included** Warm-up time ______seconds First-copy time ______seconds Manufacturer maximum rated volume _____ per month Maximum paper weight_____ **Base:**_____ **Base:**_____ Base: _____ **Base:**_____ Base: _____

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

 3.
 Manufacturer______
 Model ______
 CPM 50 - 60

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

4.	Qty: <u>25</u>	Manufacturer	Model	_CPM 60-70
		Standard Feat	ıre Checklist	
	🛛 Maxim	um original size 11" X	17"	
	Maxim	um copy size 11" X 17"	' (Matching tray adjustment size))
	Tray 8	½" X 11" (500 sheet ca	pacity)	
	Tray ad	ljustable up to 8 ½" X	14" (500 sheet capacity)	
	Reduct	ion/Enlargement Zoom	: Up to 400%	
	Copy a	uditor 100 accounts		
	Presele	ction 1-99		
	🗖 Standa	rd paper supply 3000 s	heets	
	Bypass	100 sheets		
	Docum	ent Feeder RADF 150 s	sheets	
	Catch t	rays/finishers 3000 she	et finisher with 50 sheet stapling	
	Auto St	apler, multi-position		
	Auto D	uplex		
	Warm-	up times	seconds	
	First-co	opy timesee	conds	
	Manuf	acturer maximum rated	d volume per mont	h
	Maxim	um paper weight		
	Base:			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

 4.
 Manufacturer
 Model
 CPM 60-70

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

5.	Qty.: <u>31</u>	Manufacturer	Model	_CPM 70-80
		Standard Feature	Checklist	
	Maxim	um original size 11" X 17"		
	Maxim	um copy size 11" X 17" (Ma	ntching tray adjustment size)	
	Tray 8	1/2" X 11" (500 sheet capacit	y)	
	Tray ad	ljustable up to 8 ½" X 14" (500 sheet capacity)	
	Reducti	on/Enlargement Zoom: Up	to 400%	
	Copy au	uditor 100 accounts		
	Preselee	ction 1-99		
	🗖 Standar	rd paper supply 3000 sheets	i i	
	Bypass	100 sheets		
	Docume	ent Feeder RADF 150 sheet		
	Catch t	rays/finishers 3000 sheet fir	isher with 50 sheet stapling	
	Auto St	apler, multi-position		
	Auto Du	uplex		
	Warm-	up timesecor	ds	
	First-co	py timesecond	8	
	Manufa	cturer maximum rated vol	umeper month	I
		um paper weight		
	Base:			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

5. Manufacturer Model CPM 70-80

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

6. Qty.: <u>32</u>	Manufacturer	Model	CPM 80-90
	Standard Featur	e Checklist	
🗖 Maxin	num original size 11" X 17	7??	
Maxin	num copy size 11" X 17" (Matching tray adjustmen	t size)
🗖 Tray 8	8 ½" X 11" (500 sheet capa	ncity)	
🗖 Tray a	adjustable up to 8 ½" X 14	" (500 sheet capacity)	
Reduc	ction/Enlargement Zoom:2	25-400%	
Copy	auditor 100 accounts		
Presel	ection 1-999		
Stand	ard paper supply 3,000 sh	eets	
🗖 Bypas	s 100 sheets		
Docum	nent Feeder RADF 150 sh	eet	
Catch	tray/finisher 3000 sheet		
Auto S	Stapler, 50 sheet, multi-po	sition	
Auto l	Duplex		
U Warm	n-up timese	conds	
First-o	copy timeseco	nds	
🖵 Manu	facturer maximum rated	volumeper	month
_	num paper weight		
Base:			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

6. Manufacturer Model CPM 80-90

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

7. Qty.: <u>7</u>	Manufacturer	Model	CPM 100+

Standard Feature Checklist

Maximum original size 11" X 17"

Maximum copy size 11" X 17" (Matching tray adjustment size)

Tray 8 ½" X 11" (500 sheet capacity)

Tray adjustable up to 8 ¹/₂" X 14" (500 sheet capacity)

Reduction/Enlargement Zoom:25-400%

Copy auditor 150 accounts

Preselection 1-999

Standard paper supply 7,200 sheets

Bypass 550 sheets

Document Feeder, RADF 200 sheet

Auto Duplex , Stackless 8.5" x 14"

Auto Stapler, 50 sheet, multi-position

Catchtray/Finisher, 3,000 sheet, multi-position, 2-3 hole punch

Warm-up time ______seconds

First-copy time ______seconds

Manufacturer maximum rated volume _____ per month

Maximum paper weight ______

Base:

Base: _____

□ Base: _____ □ Base: _____ □ Base: _____

Base: ______ Base: _____

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

7. Manufacturer Model CPM 100+

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

COLOR CAPABLE

8. Qty.: <u>56</u> ManufacturerModelCP	M 30-40
--	---------

Standard Feature Checklist

Maximum original size 11" X 17"
□ Maximum copy size 11" X 17" (Matching tray adjustment size)
Tray 8 ¹/₂ " X 11" (500 sheet capacity)
Tray adjustable up to 8 ½" X 14" (500 sheet capacity)
Reduction/Enlargement Zoom:25-400%
Copy auditor 150 accounts
Preselection 1-999
Standard paper supply 3,000 sheets
Bypass 100 sheets
Document Feeder, RADF 100 sheet
Auto Duplex Stackless 8.5" x 14"
Auto Stapler, 50 sheet, multi-position
Catchtray/Finisher, 1,000 sheet, multi-position, 2-3 hole punch
Document Handler/Scanner
Bookmaker with saddle stitcher
Tabs through drawers
Warm-up timeseconds
First-copy timeseconds
Manufacturer maximum rated volume per month
Maximum paper weight
Base:
Base:
Base:
Base:

Prices for this piece of equipment

36 Month - Sample Equipment Cost -	\$	per month
------------------------------------	----	-----------

Service Fee - \$_____ per month

Cost per Color Copy - \$.____

COLOR CAPABLE

8. Manufacturer	Model	CPM 30-40
-----------------	-------	------------------

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

COLOR CAPABLE

9.	Otv.: 18	Manufacturer	Model	CPM 40-50
·•	$\sqrt{10}$	manutation		

Standard Feature Checklist

Aximum original size 11" X 17"
☐ Maximum copy size 11" X 17" (Matching tray adjustment size)
Tray 8 ¹/₂ " X 11" (500 sheet capacity)
Tray adjustable up to 8 ½" X 14" (500 sheet capacity)
Reduction/Enlargement Zoom: 25-400%
Copy auditor 150 accounts
Preselection 1-999
Standard paper supply 3,000 sheet
Bypass 100 sheets
Document Feeder, RADF 100 sheet
Auto Duplex Stackless 8.5" x 14"
Auto Stapler, 50 sheet, multi-position
Catchtray/Finisher, 1,000 sheet, multi-position, 2-3 hole punch
Document Handler/Scanner
Bookmaker with saddle stitcher
Tabs through drawers
Warm-up timeseconds
First-copy timeseconds
Manufacturer maximum rated volume per month
Maximum paper weight
Base:
Base:
Base:
Base:

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month Service Fee - \$_____ per month

Cost per Color Copy - \$.____

COLOR CAPABLE

9. Manufacturer Model CPM 40-50

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

10. Qty.: 24 Manufactu	urer	_Model	CPM 60-130
Duplicator	- Standard Featur	e Checkli	st
🗖 Maximum origina	l size 8.5" X 11"		
🗖 Image Area 8" x 1	3"		
Preset Reduction:	50-200%		
Standard paper su	pply 1,000 sheet		
ADF Capacity 50 o			
Receive Tray 1000	sheets		
☐ First-copy time			
Manufacturer max			per month
🗖 Maximum paper v			
Base:			
Base:			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - \$_____ per month

Service Fee - \$_____ per month

Duplicator

 10.
 Manufacturer
 Model
 CPM 60-130

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

<u>Color Production Copier</u>

11.	Qty.: <u>1</u>	Manufacturer _	Model	CPM 100-120
		Standard	Feature Checklist	
	🛛 Maxin	num original size 11"	' X 17"	
	🛛 Maxin	num copy size 11" X	17" (Matching tray adjust	ment size)
		Sheet Size Tray 13"		
		8 ½" X 11" (2,200 she		
	Tray a	adjustable up to 12.6 ³	" X 19.3" (500 sheet capacity	<i>'</i>)
	Reduc	tion/Enlargement Zo	oom: 25-400%	
	Presel	ection 1-999		
	Giery 6	Controller with print	t queue	
	🗖 Standa	ard paper supply 8,0	00 sheets	
	🛛 Bypas	s 550 sheets		
	Docun	nent Feeder, RADF		
	Auto I	Duplex Stackless 11"	x 17"	
	🔲 Outpu	ıt Stacker, 3,500		
	Auto S	Stapler, 1 or 2 staples	s, 100 sheet, multi-position	
	Catch	tray/Finisher, 4,000 s	sheet, multi-position, 2-3 hole	e punch
	Docun	nent Handler/Scanne	er (1200 x 4800dpi)	
	Bookn	naker with trimmer,	saddle stitcher, folder, hole	punch
	Tabs t	hrough drawers		
	U Warm	-up time	seconds	
	First-o	copy time	_seconds	
	🖵 Manu	facturer maximum r	ated volumep	er month
	U Maxin	num paper weight 16	pt	
	stock,	safety stock, coated:	s, label stock, tab stock, carl gloss text, gloss cover, silk, 1 ivelopes, never tear, preprin	
	Base:			
	🗖 Base: _			

Prices for this piece of equipment

36 Month - Sample Equipment Cost - S	S per month
Service Fee - \$	per month
Webb to Print Software Capability - \$	per month

Color Production Copier

11.	Manufacturer	Model	CPM 100-120

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

Color Production Copier

12. Qty.: <u>1</u>	Manufacturer	r	Model	CPM 120-150
	Standar	d Feature Che	cklist	
🗖 Maxir	num original size 1	13" X 19"		
🗖 Maxir	num copy size 13"	X 19" (Matching	tray adjustme	nt size)
Large	Sheet Size Tray 13	3" X 27 ½"		
🗖 Tray 8	8 ½" X 11" (2,200 s	sheet capacity)		
Tray a	adjustable up to 13	3" X 19" (1000 she	et capacity)	
Reduc	ction/Enlargement	Zoom: 25-400%		
Presel	ection 1-999			
	Controller with pr			
	ard paper supply 8	3,000 sheets		
	ss 550 sheets			
	nent Feeder, RADI			
	Duplex Stackless 13	3" x 19"		
	ıt Stacker, 3,500			
	Stapler, 1 or 2 stap			
	tray/Finisher, 4,00			nch
	nent Handler/Scan			
	naker with trimme	er, saddle stitcher,	folder, hole pund	ch
	through drawers			
	1-up time			
	copy time			anth
	facturer maximum num paper weight		per in	lontin
			h stack carbonly	ess paper, pre-perforated
stock,		d: gloss text, gloss	cover, silk, matt	e, uncoated: book, text,
G Foil S	tamping			
Clear	Varnish			
Base:				_
				_
<u>Prices</u>	for this piece of eq	uipment		
36 Mo	onth - Sample Equip	oment Cost - \$		per month

Color Production Copier

12. N	Ianufacturer	Model	CPM 120-150
-------	---------------------	-------	-------------

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

Black & White Production Copier

 13. Qty.: 1
 Manufacturer
 Model
 CPM 150

Standard Feature Checklist

Maximum original size 11" X 17"
Maximum copy size 11" X 17" (Matching tray adjustment size)
Tray 8 ½" X 11" (500 sheet capacity)
Tray adjustable up to 12.6" X 19.3" (500 sheet capacity)
Reduction/Enlargement Zoom:25-400%
Preselection 1-999
Fiery Controller with print queue
Standard paper supply 8,000 sheets
Bypass 100 sheets
Document Feeder, RADF 100 sheet
Auto Duplex Stackless 11" x 17"
Output Stacker, 3,500
Auto Stapler, 1 or 2 staples, 100 sheet, multi-position
Catchtray/Finisher, 4,000 sheet, multi-position, 2-3 hole punch
Document Handler/Scanner (1200 x 4800dpi)
Bookmaker with trimmer, saddle stitcher, folder, hole punch
Tabs through drawers
Warm-up timeseconds
□ First-copy timeseconds
Manufacturer maximum rated volume per month
Maximum paper weight 16pt
Paper types, transparencies, label stock, tab stock, carbonless paper, pre- perforated stock, safety stock, coated: gloss text, gloss cover, silk, matte, uncoated: book, text, bond, cover, index, tabs, envelopes, never tear, preprinted offset forms
Base:
Base:
Prices for this piece of equipment
36 Month - Sample Equipment Cost - \$ per month
Service Fee - \$ per month Webb to Print Software Capability - \$ per month
rr coo to 1 rini Sojiware Capaoniny - $\phi_{$

Black & White Production Copier

13.ManufacturerModelCPM 150

Identify Your Base Unit Price for Each Available Additional feature

Feature	Model #	Additional Monthly Cost (36 Month)
Example: High capacity paper tray 5,000 sheets	85767	\$2.00

		Supplier Questionnaire		
1.	•	company certified by the state of Texas or the North Central Texas al Certification Agency as a small, women-owned, or minority business?		Yes □ No □
	If yes,	provide a copy of the certification with the Request for Proposal/Bid response		
2.		: <u>Name</u> <u>Telephone</u>	<u>Number</u>	
3.		urland ISD has entered into Inter-Local Agreements for cooperative purchasing entities: City of Garland • City of Rowlett • Ysleta ISD	g with the fol	lowing
		oposer agrees to honor orders for items or services included herein which placed by these entities?		Yes □ No □
4.	web sit Should	l governmental entities (a membership list is available at the EPCNT e, listed below) have indicated an interest in being included in this contract. these governmental entities decide to participate in this contract, would you, oposer) agree that all terms, conditions, specifications, and pricing would appl	ly?	Yes □ No □
	web sit Should (the pro For inf	l governmental entities (a membership list is available at the CTPA e listed below) have indicated an interest in being included in this contract. these governmental entities decide to participate in this contract, would you, oposer) agree that all terms, conditions, specification, and pricing would apply formation regarding the Central Texas Purchasing Alliance, please visit their e at the following address <u>www.txctpa.org</u> .	7?	Yes □ No □
	Govern purcha govern govern respons / servio	(the Proposer) checked yes, the following will apply. Governmental en imental contracts with the Garland Independent School District will be eligib se materials/services under the contract(s) awarded as a result of this solicitate mental entity other than Garland Independent School District will be mental entity and paid by that governmental entity. Garland Independent Sch sible for another governmental entity's debts. Each governmental entity will concern the sible for information regarding the Educational Purchasing Coopervisit their website at the following address <u>www.epcnt.com</u> .	le, but not ob ation. All pur billed directl nool District w order their ow	ligated, to chases by by to that vill not be n material
5.		arland ISD has authorized district employees to use a credit card (Bank of Aspurchases for business purposes.	merica Maste	r Card) to
	5.1.	Will your company accept these credit card purchases?	Yes 🗆] No □
	5.2.	Does your company utilize level 3 data card processing information?	Yes 🗆] No □
6.	Proposer's	principal place of business (or main corporate office) is located in	(state).	
	6.1.	Proposer's principal place of business is located within the boundaries of the Garland Independent School District?	Yes 🗆	No 🗆
	6.2	Does your firm employ at least 500 persons in the state of Texas?	Yes □	No 🗆
7.		firm willing to honor the terms and conditions of this contract if d a contract as an alternate?	Yes □	No 🗆

58

Revised 10.01.2024

An authorized company representative must sign this form to indicate compliance with the Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation. All **deviations** shall be listed on this page, with complete detailed conditions and information included or attached. The District will consider any deviations in its award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Instruction Sheet, Instructions to Proposer, Award/Evaluation of Proposals, Certifications, Shipping and Delivery, Terms and Conditions and all other information contained in this solicitation.

Please list deviations below (attach additional sheets, if needed):

Company Name		
Address		
City	State Zip	
Printed Name	Title	
Signature		
Email Address		
Telephone #	Fax #	

59

Certification for Criminal History Check (In Compliance With Texas Education Code § 22.0834(A))

"*Covered employee*" - A "covered employee" is a person who is an employee, applicant, agent or Subcontractor of the Contractor or of any Subcontractor of the Contractor, if (a) the person has or will have work duties related to the Project that will be performed on District property or at another location on a regular or repeated basis, (b) students are regularly present at such location, and (c) the person will have verbal or physical interaction with, or be in direct proximity to, one or more students.

"Direct contact with students" - The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial [the] opportunity for unsupervised interaction with a [an individual] student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial [the] opportunity for unsupervised contact with students, which might include [such as], without limitation, the provision of [individualized] coaching, tutoring, or other services to students.

"Disqualifying conviction" - A "disqualifying conviction" is a conviction of (a) any felony under the Texas Penal Code, (b) any offense for which the person is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure, (c) any equivalent offense under the laws of the United States or any other state, (d) any offense against a child, (e) felony possession of a controlled substance within 10 years, (f) any weapon offense, (g) felony theft within 10 years, (h) felony forgery, altering official or government document, perjury, securing/executing of document of deception, or (i) Title 5 Offenses Against the Personhomicide, kidnapping, unlawful restraint, trafficking of persons, sexual offenses, assaultive offenses within 30 years.

On behalf of _____

_____ ("Contractor"), I certify that [check one]:

None of Contractor's employees are *covered employees*, as defined above. The service contractor shall also certify that it will take reasonable steps to ensure that the conditions or precautions that have resulted in a determination that any person is not a covered contract employee continue to exist throughout the time that the contracted services are provided.

П

Some or all of Contractor's employee are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days that it has done so. Noncompliance by Contractor with this certification may be grounds for contract termination.

Signature

Or

Confidential Information Declaration & Copyright Authorization Form

The bidder must stamp in bold red letters the term "CONFIDENTIAL" or "PROPRIETARY" on every page of any part of a bid that the bidder claims is confidential or proprietary. *Furnishing confidential or proprietary information is discouraged.* The District cannot guarantee that the District will be allowed to keep the information submitted confidential. The District may reject as non-conforming any bid that contains confidentiality claims that the District in its sole discretion considers vague or unreasonable.

All Invitations to Proposal and parts of bids that are not marked as confidential or proprietary will generally be considered public information once the contract is awarded. The District assumes no liability or responsibility for release of any information not properly marked. The District assumes no liability or responsibility for release of any information that is properly marked but is determined by the Texas Attorney General or a court of law to be subject to release. In the event that the District receives a request for disclosure of material marked "confidential" or "proprietary", the District may request a ruling from the Texas Attorney General concerning whether such material must be disclosed.

Proposals asserted to be copyright protected in their entirety are unacceptable and may, in the District's sole discretion, be disqualified as non-responsive. By submitting copyrighted materials as part of your bid, you hereby grant the District authorization to reproduce and provide copies of such information in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552. By submitting copyrighted materials, you are representing that you have the authority to grant such authorization for the reproduction and release of such information. You further agree to waive any and all claims against the District regarding the release of such copyrighted information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information including, but not limited, to any claim of copyright infringement when released in response to a valid request for information under the Texas Public Information Act, Texas Government Code Chapter 552.

Contents of this document are NOT considered Confidential or Proprietary

Contents of this document ARE considered Confidential or Proprietary. Please identify the pages and/or sections declared Confidential or Proprietary by properly marking the pages &/or sections as confidential or proprietary and listing them below:

The undersigned affirms that the District assumes no liability/responsibility for the release of any information if this form is not properly completed, signed and the appropriate pages clearly marked as directed. The undersigned further grants authorization for the reproduction and release of any information asserted to be copyright protected in response to a request for information under the Texas Public Information Act, and waives any and all claims regarding the release of such information.

Printed Name

П

П

Signature

INSURANCE REQUIREMENTS

The Vendor shall purchase and maintain, in a company or companies licensed to do business in the State of Texas. Such insurance as will protect the Vendor and the District from claims set forth below, which may arise out of, or result from, the operations under the contract. The Vendor shall be a subscriber to the Texas Workers' Compensation Act for Workers' Compensation Insurance. The vendor shall file with the Director of Purchasing, before work is begun, certificates of such insurance which shall be subject to approval by the District as to the company providing insurance and the manner and adequacy of insurance protection. The Vendor shall, during the performance of this Agreement, keep in force the following insurance:

P		
a. Comprehensive General Liability*(CGL)		
	1) Bodily Injury	\$250,000 each person, \$500,000 each occurrence,
		\$1,000,000 aggregate
	2) Personal Injury	\$250,000 each person, \$500,000 each occurrence,
	_)	\$1,000,000 aggregate
	3) Property Damage	\$500,000 each occurrence
b.	Comprehensive Automobile Liability*(CAL)	
	1) Bodily Injury	\$500,000 each person, \$500,000 each occurrence,
		\$1,000,000 aggregate
	2) Property	\$100,000 each occurrence
c.		
d.	Employer's Liability	
	1) Each accident	\$300,000
	2) Disease	\$300,000
	3) Disease for each employee	\$300,000

• *In the alternate, CGL and CAL insurance coverage a combined single limit policy of \$500,000 for both property damage and bodily injury may be provided with 1 million dollar aggregate. Vendors having unsupervised access to students must have a minimum of \$100,000 claim/\$300,000 aggregate coverage for sexual abuse and molestation endorsed to their General Liability.

The Vendor shall either: (1) require each of its sub-contractors to procure and to maintain during the life of the sub-contract, Sub-contractor's Workers' Compensation Insurance as a subscriber to the act, Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified above, or (2) insure the activity of its sub-contractors in its own policy(ies).

All such policies of insurance shall contain a provision that they shall not be cancelled or altered nor the amount of coverage reduced until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Such policies of insurance shall be written by companies authorized by the Texas Department of Insurance to conduct business in the state and shall be satisfactory to the District. Vendor shall not commence work under this Agreement until satisfactory evidence of such insurance has been delivered to, and approved by the District.

Self-Insurance: A vendor who self-insures for workers compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers Compensation Commission as a subscriber to the Workers' Compensation Act. By signing below, the bidder/prospective Vendor certifies that it possesses such certificate, and shall furnish a copy of the Certificate of Self Insurance with Bid Invitation.

The Certificate of Insurance must be presented prior to start of service. The policy must reflect Garland I.S.D. as "additional insured" or "co-insured". The amount of deductibles and self-insurance retention must be shown on Certificate of Insurance.

By initialing below, the bidder certifies that it is capable of providing the type(s) and coverage of insurance required. (Initials)

Company Name

END OF SECTION