



[www.bvcog.org](http://www.bvcog.org)

REQUEST FOR PROPOSALS  
22-204  
“PRINTERS, COPIERS AND MULTIFUNCTION DEVICES”

RELEASE DATE: March 23, 2022  
DEADLINE FOR QUESTIONS: April 8, 2022  
RESPONSE DEADLINE: April 19, 2022, 3:00 pm

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/psa>

OR

PAPER RESPONSES MAY BE DELIVERED TO:

Purchasing Solutions Alliance  
3991 E. 29<sup>th</sup> Street  
Bryan, Texas 77802

Brazos Valley Council of Governments  
Request for Proposals  
Printers, Copiers and Multifunction Devices

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# 1 INTRODUCTION

## 1.1 Summary

Purchasing Solutions Alliance (PSA), a nationwide non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG), is soliciting proposals from experienced and qualified vendors to provide printers, copiers, and multifunction devices to PSA Members and/or prospective Members.

There is considerable potential sales value in being awarded a competitively bid public sector cooperative contract. PSA contractors have the advantage of promoting sales to governmental/educational entities without the need for the buyer to issue an RFP. This saves the buyer time and money from duplicating the competitive bidding process and managing the resulting contract. Many of our existing PSA contractors have been able to gain new customers because of the cooperative contracts.

The resulting contract from this RFP will be able to be used by local government agencies, certain state agencies, school districts, higher education, and non-profit 501(c)(3) organizations nation-wide.

We believe a PSA contract would enhance your competitive position in the government marketplace, and are eager to work with you to promote the best interests of our participating local governments and qualifying non-profit organizations.

## 1.2 Background

PSA is a “Government-to-Government” procurement service for Local Governments, Districts, Political Subdivisions, Authorities, Schools, Universities, and qualifying Not-for-Profit Corporations. These agencies become Members of Purchasing Solutions Alliance by executing an Interlocal Purchasing Agreement, which is free of cost and imposes no minimum spending requirements. PSA, acting on behalf of Members, solicits competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by any of our member local governments, districts, and other public agencies across the nation during the contract term. Members using the Program issue purchase orders directly to PSA contractors.

Visit [www.psabuy.org](http://www.psabuy.org) and click on the Membership tab in the main menu to view and/or download a list of PSA member agencies that have currently entered into Cooperative Interlocal Purchasing Agreements with PSA, eligible to participate in any subsequent contract.

## 1.3 Contact Information

The primary Point of Contact (POC) for purposes of this RFP prior to the award of any contract is: Susan Lightfoot, [Susan.Lightfoot@bvcog.org](mailto:Susan.Lightfoot@bvcog.org). The secondary Point of Contact is Susan Molitor, [Susan.Molitor@bvcog.org](mailto:Susan.Molitor@bvcog.org).

Contact with any other PSA employee or official is prohibited without prior written consent from the POC of this RFP. Failure to observe this requirement may be grounds for rejection of the proposal.

**Susan Lightfoot**

Program Manager  
 3991 East 29th St  
 Bryan, TX 77802  
 Email: [psabuy@bvcog.org](mailto:psabuy@bvcog.org)  
 Phone: (979) 595-2801 Ext: 2035

**Department:**

Purchasing Solutions Alliance

**Department Head:**

Susan Lightfoot  
 Program Manager

**1.4 Timeline**

PSA reserves the right to change the dates in the schedule of events below.

<b>Release Project Date</b>	March 23, 2022
<b>Question Submission Deadline</b>	April 8, 2022, 5:00pm
<b>Question Response Deadline</b>	April 14, 2022, 5:00pm
<b>Proposal Submission Deadline</b>	April 19, 2022, 3:00pm
<b>Contractor Selection Date</b>	April 25, 2022

**2 RFP ADMINISTRATION**

This solicitation is being performed as a Request for Proposals (RFP), whereby Offerors submit competitive sealed proposals. The following paragraphs provide information about the RFP process.

**2.1 Questions and Answers about this RFP.**

Vendors may ask questions regarding this RFP until the Question Deadline, Friday, April 8, 2022. Submit all questions about this RFP through the ProcureNow portal associated with this RFP. All questions will be answered in ProcureNow throughout the RFP process, and no later than Thursday, April 14, 2022.

Upon examination of this RFP document, Offerors should promptly notify PSA of any ambiguity, inconsistency, or error they discover in writing. Interpretations, corrections, and changes to this RFP will be considered by PSA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Offerors must not rely on them.

## **2.2 Revisions to the RFP**

In the event of a needed change in the published RFP documents, Offerors should understand that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

Addenda are written instruments issued by PSA that modify or interpret the RFP. All addenda issued by PSA become part of the RFP. Addenda will be posted through the ProcureNow portal associated with this RFP. PSA accepts no liability in connection with the delivery of any addenda. It is the sole responsibility of the Offeror to check for any addenda pertaining to this RFP during the proposal submission period. All Offerors must acknowledge their receipt of all addenda in their proposal response.

## **2.3 RFP Change Requests**

Requests for changes to the requirements or specifications herein must be in writing and must be received by PSA no later than the deadline established in the RFP Schedule. PSA will review such requests, but may or may not accept changes. Responses which are qualified with conditional clauses, or alterations of or exceptions to any of the terms and conditions in this RFP may be deemed non-compliant at the sole discretion of PSA. Changes to the RFP, if any, are made only by written Addendum and posted to ProcureNow. In any event, it is the Offeror's sole responsibility to ensure that any and all Addendums, which may have been issued, have been received and addressed.

## **2.4 Vendor Point of Contact**

During the evaluation process, PSA reserves the right to request additional information or clarifications from proposers. Each proposal must designate the person who will be responsible for answering technical and contractual questions. The person should be indicated in the Offeror Acknowledgement & Certification form, provided as an attachment to this RFP. Preliminary negotiations may be conducted with responsible Offeror(s). At the discretion of PSA, all responsible Offerors may be given an opportunity to interview with the Evaluation Committee.

## **2.5 Offeror's Responsibility**

By submission of a response, Offeror expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this RFP.

It is Offeror's sole responsibility to thoroughly examine and review all documentation associated with this RFP, including any Addendums, and to ensure that any response submitted complies in every respect with all requirements.

Offeror shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by

this RFP. No plea of ignorance by Offeror stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying PSA requirements, or Offeror's/Contractor's obligations or entitlements.

PSA shall not be liable for Offeror's incomplete documentation. Additionally, all components of any Response become the property of PSA.

There is no expressed or implied obligation for BVCOG or PSA to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal. Neither BVCOG nor PSA will reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

## **2.6 Ownership of Documents**

All proposals, plans, specifications, schematics, content, maps, design, workflow or any other documents, and any work product prepared, created or obtained under this RFP including electronic media, hard copy documents, web-based systems, solutions and files shall be delivered to, and shall become the property of the PSA. This paragraph applies to all Offerors, whether successful or not.

## **2.7 Best Value Standard**

The intent of this RFP is to award to the Offeror whose proposal offers the Best Value to PSA members. In determining the best value, the following may be considered:

- purchase price, including payment discount terms
- reputation of the Offeror and of the Offeror's goods or services
- quality and reliability of the Offeror's goods or services
- Offeror's past relationship with PSA
- impact on the ability of PSA members to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities
- life cycle costs, including installation costs and availability of repair and maintenance parts
- conformity to specifications
- financial condition
- delivery terms
- any relevant criteria specifically listed in the Request for Proposals
- indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support
- the cost of any employee training associated with a purchase

## **2.8 PSA Rights Reserved**

PSA reserves the following rights with regard to the RFP:

- A. PSA may disqualify any Offeror whose conduct or proposal fails to conform to the requirements of this RFP, or misstates or conceals any material facts. Non-material deviations for the requirements and procedures of this RFP may be waived at the sole discretion of PSA.
- B. PSA reserves the right to waive any or all irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products/services offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of PSA as it perceives those interests to be in its sole discretion.
- C. PSA may duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal.
- D. PSA may cancel the Request for Proposal at any time and for any reason with no cost or penalty to PSA.
- E. PSA may correct or amend the RFP at any time before the submission deadline with no cost or penalty to PSA. PSA will not be liable for any errors in the RFP or other responses related to the RFP.
- F. PSA may extend proposal due dates and contract award dates.

## **2.9 Open Competition**

This RFP is not meant to restrict competition, but rather is intended to facilitate open, fair and unrestricted competition.

## **2.10 Specific Descriptive References**

PSA is committed to obtaining its products and services at the lowest price possible without compromising quality. Therefore, in order to accomplish this objective/goal, it is not the intention of PSA neither to exclude particular vendors or manufacturers nor to create restrictive situations in this RFP.

Any vendor's/manufacturer's names, trade names, brand names, price list numbers, technical data, products, services, etc. used in the RFP and any relevant documents are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive.

Alternate bids on similar or comparable products and/or services of any manufacturer or vendor equal or equivalent to the products and/or services described in the RFP are invited and will be given careful consideration provided the alternate can accomplish the same task.

### **3 CONTRACT ADMINISTRATION**

This section describes the administration of the awarded contract resulting from this RFP solicitation.

#### **3.1 Contract Term**

This contract shall become effective from date of acceptance and approval by the BVCOG Board of Directors or designee. It shall remain in full force and effect for a period of two (2) years. The contract shall be in effect throughout this period and thereafter until such time as any outstanding orders against the contract have been fulfilled.

The contract may be extended if deemed by PSA to be in the best interests of PSA, its members, and the Vendor. The contract may be extended for three (3) one-year terms. This action does not require specific BVCOG Board of Directors' approval. Contracts are extended upon mutual agreement of both the Vendor(s) and PSA.

In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed. Non-appropriations for renewal of contract will also be in accordance with the Local Government Code 271.005 (b) concerning non-appropriation clauses for multi-year contracts.

#### **3.2 Contract Administrator**

Contractor shall assign a dedicated Contract Administrator whose duties shall include but not be limited to:

- Supporting the marketing and management of the Contract,
- Facilitating dispute resolution between the Contractor and a Customer, and
- Advising PSA of Contractor's performance under the terms and conditions of the Contract.

PSA reserves the right to require a change in the Contract Administrator if the assigned Contract Administrator is not, in the opinion of PSA, adequately serving the needs of the cooperative purchasing program.

#### **3.3 Contract Changes**

PSA shall have the right to make changes to the resulting contract of this RFP for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such changes shall be made in writing and agreed upon by Contractor and PSA prior to issuance of Addendum to the Contract. Whenever possible, contract changes shall be limited to the anniversary of the contract.

The specific number and product mix featured in this contract may change during the course of the Agreement as Contractor introduces new products and discontinues others. When possible, any contract changes will occur on the anniversary of the contract.



In the event a product is discontinued, or if the Contractor makes a change that affects the price of a product, the Contractor is required to immediately notify the PSA of the circumstances. Discontinued items are automatically considered to be deleted from the contract with no penalty to Contractor. PSA, at its sole discretion, may allow the Contractor to provide a substitute for the discontinued item through a contract amendment.

Requests for product SUBSTITUTIONS shall be accompanied with the following information:

- A. Documentation from the Contractor that the product has been discontinued
- B. Documentation that specifies the replacement product
- C. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product
- D.

Requests for product ADDITIONS shall be accompanied with the following information:

- A. Documentation that specifies the new product
- B. Documentation confirming that the price for the replacement is at the same discounted rate as other products on the contract

PSA may at its sole discretion elect to make a contract award to the next low Offeror for a discontinued item, or take any other action deemed by PSA to be in the best interests of End Users.

### **3.4 Estimated Usage**

Since this is a cooperative contract, there is no estimated usage amount. PSA is an optional use cooperative, with no minimum purchase amount, and usage is dependent on PSA cooperative members' actual needs and available funding.

The Offeror is expected to solicit new business with the resulting contract from this RFP. Every city, county, school district, university, special districts and other local government agencies throughout the US are eligible to become PSA members and potentially use this contract. Nonprofit 501(c)(3) organizations will also be eligible for this contract. PSA membership is free, and requires only an Interlocal Purchasing Agreement to be signed between PSA and the joining agency. Federal agencies are excluded from using purchasing cooperatives other than GSA.

## **4 DEFINITIONS, ABBREVIATIONS, AND ACRONYMS**

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

### **4.1 Advertisement**

A public notice put in a local newspaper of general circulation, containing information about a Request for Proposal.

## **4.2 Award**

The act of entering into contract with a vendor for providing specified goods and services to PSA members.

## **4.3 Brazos Valley Council of Governments (BVCOG)**

A political subdivision of the State of Texas that serves as a vehicle for local governments to cooperatively identify needs, develop responses, implement solutions, eliminate duplication and promote the efficient and accountable use of public resources, and to improve the quality of life. PSA is a program of BVCOG.

## **4.4 Competitive Procurement**

A transparent purchasing process in which proposals from competing vendors are requested by openly advertising the scope, specifications, and terms and conditions of the proposed contract as well as the criteria by which the bids will be evaluated. Competitive Procurement aims at obtaining goods and services at the lowest prices by stimulating competition and by preventing favoritism.

## **4.5 Contract**

An agreement between PSA and a Vendor to furnish goods and/or services to PSA members over a designated period of time, during which purchases are made of the commodity specified.

## **4.6 Contractor**

The contracted business entity responsible for fulfilling a contract executed pursuant to this RFP.

## **4.7 End User**

A purchaser or customer having the responsibility for the ordering and acceptance of Product or Service. For the purposes of this RFP, End Users are also PSA Members.

## **4.8 FOB Destination Point**

Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller. Ownership of the goods transfers from seller to buyer at the destination.

## **4.9 FOB Shipping Point**

Free on Board (FOB); shipment terms indicate that the buyer must pay to have the goods delivered; freight charges may be prepaid and added to the invoice; ownership of the goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

#### **4.10 Goods**

A generic term that includes all types of property to be purchased by PSA members, such as equipment, supplies, materials, component and repair parts.

#### **4.11 Lowest Responsible Offeror**

This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Request for Proposals. It is expressly understood that the lowest responsible Offeror includes any related costs to PSA Members, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to perform the contract. The term is also used to refer to the experience or safety record of the vendor.

#### **4.12 Member**

Authorized Participant in the PSA Purchasing Program. Generally, any qualifying public, governmental, educational or non-profit entity which has executed an Interlocal Agreement for cooperative purchasing services with PSA. Eligible participants include municipalities, counties, school districts, and state agencies, non-profits performing a governmental function, special districts, political subdivisions and higher education institutions.

#### **4.13 Offeror**

Any entity that submits a competitive proposal to a Request for Proposals (RFP).

#### **4.14 Purchase Order**

A formal, binding, legal agreement issued by a PSA member. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the PSA member's commitment to accept the goods or services and pay for them at the agreed price.

#### **4.15 Purchase Requisition**

A document that defines the need for goods and/or services. It is an internal document and does not constitute a contractual relationship with any external party.

#### **4.16 Purchasing Solutions Alliance (PSA)**

A cooperative purchasing program for public agencies nationwide established by the Brazos Valley Council of Governments (BVCOG) under the Interlocal Cooperation Act of the State of Texas.

#### **4.17 Request for Proposals**

A formal written document requesting from vendors a proposal for various goods and/or services and includes a request for proposed prices and fees. Unlike an invitation for bids, the proposals received in response to a RFP can and will be negotiated with the top ranked vendor.

#### **4.18 Services**

A generic term to include all work or labor performed by a vendor for PSA members under the established PSA vendor contracts.

#### **4.19 Vendor**

A generic term applied to individuals and companies alike, who provide goods and services to PSA members.

### **5 TECHNICAL SPECIFICATIONS AND SCOPE OF WORK**

Purchasing Solutions Alliance (PSA), a non-profit cooperative purchasing program of the Brazos Valley Council of Governments (BVCOG) is soliciting proposals from experienced and qualified vendors to provide printers, copiers, and multifunction devices to PSA Members and/or prospective Members.

This contract will enable the agencies to purchase on an “as needed” basis from a competitively awarded contract with high-performance vendors.

PSA prefers to award an exclusive contract to the company who is most able to:

- Provide a variety of quality products/services;
- Provide highly competitive pricing; and
- Provide value-added and superior customer services.

Responses shall be considered only from Offerors that have established excellent reputations in their markets, and who furnish satisfactory evidence of ability to supply the products/services specified herein.

It is the intent of this solicitation that other governmental organizations and agencies throughout the continental United States may purchase identical items at the same unit pricing and the same general terms and conditions, subject to the applicable state and federal laws. PSA reserves the right to award multiple contracts based on geographic area or by designated segments of products/services solicited in this RFP.

## **5.1 Products and Services**

Offerors are to propose the broadest possible selection of Printers, Copiers, and Multifunction Devices and Solutions they offer. Products, services and solutions solicited include, but not limited to the following categories:

- Multifunctional devices (color/black and white) - digital copiers, wide format copiers, printers, scanners, fax machines;
- Related equipment, hardware, software, accessories and supplies;
- Electronic document management solutions;
- Printer fleet management and overflow printing services; and
- Printer supplies such as toner and ink.

PSA is seeking vendors that has the depth, breadth and quality of resources necessary to offer options of equipment purchase, lease and/or monthly rental, including installation and maintenance services, and supplies (e.g., toner, staples, etc.). Offeror shall indicate in writing whether maintenance services and supplies are sold separate from any lease/rental agreement(s), or priced and included within or as part of the lease/rental agreement(s) executed with the End User. PSA prefers the vendor to offer the availability for each individual participating PSA member agency (End User) to opt for which of the above options best fit their organizational needs and is in the best interest of their entity.

## **5.2 Additional Value Added Products and Services**

Offerors are encouraged to list and provide detailed descriptions of any additional products and/or services you intend to provide that will enhance and add value to this Contract for PSA participating member entities. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of BVCOG, PSA and its participating member entities.

## **5.3 Expectations for Equipment/Products and Services Being Proposed**

- A. Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the printers, copiers, and multifunction devices industry, as they are generally understood and accepted within that industry across the nation. Deviations from industry standards must be identified by the Offeror and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.
- B. New/Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services.
- C. Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

- D. Equipment Standards: The Offeror warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Offeror/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## **5.4 Delivery and Freight**

All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly specified in writing. Any shipping charges or additional fees must be clearly identified.

The vendor must coordinate delivery with the cooperative member entities (End Users). Equipment shall be delivered within to thirty (30) working days after receipt of purchase order. If a product cannot be shipped/delivered within that time period, the vendor shall notify the End User placing the order provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

## **5.5 Installation**

Installation of all equipment shall include (but not limited to) unwrap/removal of any protective material covering the equipment, assembly of all components, parts, and accessories, connection to the correct AC electrical outlet, power-up and test all functionalities of the equipment. If the equipment is to be connected to a network, the vendor is responsible for coordinating and scheduling network connections with the End User, and the End User is responsible for facilitating access to the site and providing an operational network meeting the requirements of the specified equipment.

All equipment/copiers shall be provided to the End User with all necessary start-up supplies, except for paper.

All equipment required to be connected to a network shall be connected within two (2) business days of delivery to the End User. The successful vendor is responsible for coordinating and scheduling network connections with the End User and the End User is responsible for facilitating access to the site and providing an operational network meeting the requirements of the specified equipment.

## **5.6 Relocation of Equipment**

Offerors shall provide all necessary labor, transportation, parts, supplies, tools, and any other items required to relocate equipment (e.g., multifunction devices/copiers) during the term of the contract. Each Offeror shall include with their response all costs, terms and conditions for relocation.

## **5.7 Removal of Equipment**

Offerors must provide all the necessary labor, transportation, parts, supplies, tools, equipment and any other items required to remove the printers, copiers, or multifunction devices. Offeror shall

remove all equipment and associated supplies from End User premises within ten (10) working days after delivery order completion or termination at no additional cost or penalty to the End User. If equipment has not been removed by the vendor within ten (10) working days after completion of a delivery order replacement or termination, the equipment being replaced/terminated will be disposed of in a reasonable manner deemed appropriate by the End User.

## **5.8 Product upgrades**

The vendor shall provide End Users product upgrades and/or additional products during the term of the contract if requested. End Users shall be responsible for the cost of the upgrade or new product as detailed in the cost proposal.

## **5.9 Customer Support**

The successful vendor shall provide timely and accurate technical advice and sales support to PSA staff and PSA participating member entities. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **5.10 Maintenance and Technical Support**

Maintenance contracts shall include all parts, labor, travel, service, and preventative maintenance. Supplies, such as toner and staples, may be offered. Supplies shall be shipped within one (1) to five (5) working days after receipt of the standard order placement by the End User.

Vendors will perform regular and service call maintenance and repairs to all equipment during regular business hours of 8:00a.m. - 5:00p.m., Monday through Friday excluding legal holidays, Saturdays and Sundays. Service technicians shall respond to End User's request (phone calls or emails) for service within one (1) hour of receiving the request and indicate time of arrival and/or offer assistance by phone or email where applicable. The service technician shall be on site no later than twenty-four (24) hours after the initial request is made if the service cannot be performed remotely. Some End Users may have unique security concerns and slightly different timeframe of response times of maintenance/repairs to meet individual organizational needs.

All defective or unserviceable worn parts shall be replaced with parts approved by the manufacturer for replacement and carry the manufacturer's standard warranty. Any claim by the vendor that equipment breakdown is the result of the use of independent copier supplies must be supported by written documentation from the manufacturer and/or the servicing technician that clearly states the direct cause of the breakdown. Use of independent copier supplies shall not void warranty or service maintenance agreements.

## **5.11 Maintenance Contracts**

Any maintenance contract is between the End User (PSA member) and the vendor and must be signed by the ordering End User and the vendor. Any and all contracts for maintenance shall be at the discretion of the ordering End User/Agency. No maintenance contract will be automatic.

## **5.12 Operational Equipment**

Leased equipment is expected to be maintained and functional for the End User.

Preventative Maintenance shall include all cleaning, lubrication, adjustments, and parts replacements as recommended by the manufacturer, and using the manufacturer's timetable for preventative maintenance. Preventative Maintenance will be scheduled with End Users as needed.

If serviced equipment cannot be made fully operational within two (2) full business/working days, the vendor must supply a loaner product. The loaner must have full functionality of the equipment being repaired.

Contracts/Leases can be cancelled without penalty if equipment does not maintain a 90% uptime over a three (3) month running average.

## **5.13 Security**

Copiers, printers, multifunctional devices, fax machines, and scanners equipped with hard disk drives must have the capability to securely erase data written to the hard disk during the course a copy, print, fax, or scan operation by overwriting it with random data automatically at job completion and to securely erase all data on the hard disk by overwriting it with random data before the equipment is sold, transferred, or removed from the site.

## **5.14 Non-Appropriation of Funds**

At the End Users request, contracts/leases shall contain a clause for "Non-Appropriation of Funds." In these cases, End User's commitment of funds for all equipment is based on current revenue only. Should funding be withdrawn, contracts/leases may be terminated.

## **5.15 Training**

The vendor shall be required to conduct "on-site" training regarding the use of the copiers within three (3) working days of delivery of equipment. The vendor is responsible for coordinating and scheduling training sessions with the End User. Unless specifically requested by the End User, training shall not include repair, service or maintenance tasks. It is expected that all such repair/service/maintenance be provided by the successful vendor.

In addition to vendor providing training when new equipment is deployed, vendor also shall provide "refresher training" as needed by the users at no additional cost to the End User.

## **5.16 Warranty**

Unless otherwise addressed, the following Warranty requirements shall apply:

- A. Offeror must be the manufacturer or properly franchised dealer authorized to sell all products offered and sold in response to the RFP.
- B. Warranties shall be manufacturer's standard. Any warranties offered by a dealer shall be in addition to the manufacturer's warranty, and shall not be a substitute. Offeror's base price for any Product shall be inclusive of the manufacturer's warranty.



- C. Warranties submitted with the Response, so long as they meet the minimum requirements set forth herein, shall be in lieu of all other warranties expressed or implied, all other representations to PSA and/or the End User Agency, and all other obligations or liabilities including liability for incidental or consequential damage on the part of Offeror. Neither PSA nor End User assume any warranty or liability on Offeror's behalf unless made or assumed in writing, initiated by Offeror, and agreed to in writing by PSA or the End User respectively.
- D. Contractor shall be responsible for the execution and effectiveness of all product warranty, and shall be the sole source for solution to problems arising from warranty claims. Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.
- E.

### **5.17 Total Satisfaction Guarantee**

Leases provided by the manufacturer or a dealer of the manufacturer may include a total satisfaction guarantee to be in effect during the entire lease period. Any total satisfaction guarantee must permit the End User to decide if the copier needs to be replaced during any replacement period offered by the vendor. Specifications must be included in the warranty for copy quality, unacceptable number of jams, and unacceptable number of service calls or down time.

### **5.18 Manuals**

The vendor is responsible for providing the End User with one complete set of safety and operations manual for all equipment, accessories, hardware, software, and applications purchased. If applicable, each. The cost of any such manuals must be included in the base price for the product.

### **5.19 Product Notices**

PSA is NOT the owner of Products sold pursuant to this RFP, but acts only in the capacity of purchasing agent. In that regard, Contractor accepts sole responsibility for ensuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the End User of record.

### **5.20 Offered Product Item Variances**

Any variance in the specifications or performance of Products offered shall be acceptable to PSA and the End User only insofar as it MEETS or EXCEEDS the specifications and requirements of this RFP.

## 6 PRICING

It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available.

### 6.1 Cost Proposal

Offerors shall provide pricing as a percentage discount from a published price list or a flat rate established in the contract. The discount percentages or flat rate will not be changed during the initial term of the contract. It is the intent of PSA to always provide the best price and value to its members. The successful vendor must be able to provide a pricing methodology for its products and services that will ensure that PSA is always getting the best and most competitive price available.

All pricing submitted to PSA shall include the administrative fee to be remitted to PSA by the successful vendor. It is the vendor's responsibility to keep all pricing up to date and on file with PSA. All price changes shall be presented to PSA for acceptance, using the same format as was accepted in the original contract.

All stocking fees, packaging, delivery, freight charges, and all other fees must be clearly identified in Offeror's response.

PSA requests that potential Offerors respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single eligible entity.

This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While this RFP represents significant sales potential, PSA makes no guarantees about the quantity of products or services that members will purchase.

Regardless of the payment method selected by PSA or any PSA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase

### 6.2 Auditable Pricing

All pricing must be verifiable and auditable. **To that end, customers should be able to verify contract pricing for ANY past invoice received under this contract.** For example, suppose a customer receives an invoice in December 2021. In March 2024, the customer should be able to compare that invoice to the contract and any published price lists from December 2021 to verify that the correct pricing was invoiced per this contract.

### 6.3 Negotiated Prices for Individual Customers

The prices shall be considered "Not to Exceed" pricing. Contractor is allowed to negotiate lower pricing for individual PSA members. Individual pricing negotiations shall be equal to or lower than the PSA contract pricing on all items.

## **6.4 Annual Price Audits**

Each year, PSA shall perform a price audit to verify that prices charged to customers reflect the contract pricing. Price audits shall be performed in the following manner. At PSA's request, vendor shall provide PSA actual customer invoices from a single month in the preceding year. The month of the invoices shall be specified by PSA. Invoices shall indicate the product number, quantity, price, and any other fees that were charged. PSA will compare the invoice pricing to the contract pricing. **If PSA finds any pricing higher than the contract pricing, Contractor shall refund the difference to the end user.** PSA may ask for additional invoices at its own discretion.

## **6.5 Sales Tax**

The Vendor is expected to charge any applicable state and/or local taxes on items for which a valid tax exemption certification has not been provided. Each PSA member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, PSA members must indicate that they are tax-exempt entities. Except set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## **6.6 Shipping Costs**

All shipping and restocking feeds must be identified in the price proposal. Proposals will be evaluated not only on the actual cost of shipping, but on the relative flexibility extended to PSA members regarding any restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects that impact overall value of the Contract.

## **6.7 Complete Pricing**

Offeror's response should disclose all potential pricing and fees for the life of the contract.

## **6.8 Product and Price Changes**

Awarded Vendors may request product or service changes, additions, or deletions at the end of the initial contract term and each subsequent contract anniversary. All changes are subject to review and approval by PSA.

PSA will determine whether the request is both within the scope of the original RFP and in the best interests of PSA and its members. Approved Price and Product Change Requests will be communicated to the Vendor contact through email and formally published through a Contract Addendum.

## **6.9 Minimum Order**

There shall be no minimum order requirements associated with this contract. End Users are not required to utilize, nor purchase products from the contract. End Users have the option (no obligation) to purchase/lease the products.

## **6.10 Installation Costs**

Vendor must perform installation of all equipment at no additional costs to the End User, unless otherwise specified in writing and provided to End User for approval (e.g., some instances, installation may be necessary at other hours outside 8:00a.m - 5:00p.m., Monday through Friday, or require special handling requirements, etc.).

## **7 VENDOR PERFORMANCE UNDER COOPERATIVE CONTRACT**

This RFP will result in a cooperative purchasing contract. As such, the contract defines all pricing and terms and conditions that will be used when each PSA member makes a purchase based on this contract. The contract is competitively procured according to the rules set forth in 2 CFR Part 200; consequently, it satisfies the procurement guidelines of most federal funding agencies as well as Education Department General Administrative Regulations (EDGAR) for K-12 schools.

For a local government, school, or nonprofit to use this contract, they must be a member of PSA. Membership is based on a mutually signed Interlocal Purchasing Agreement, which can be found on the psabuy.org website. There is no cost to membership, and there are no future purchasing commitments.

All responses to this RFP will be evaluated and ranked on each of the published evaluation criteria. The highest-ranked Vendor(s) will be awarded the cooperative contract. As government agencies, schools, and nonprofits make purchases based on the cooperative contract, the vendor will submit monthly reports and administrative fees to PSA according to the terms outlined below.

### **7.1 Minimum Order**

There shall be no requirements associated with this contract for minimum order, maximum frequency or quantity of orders. End Users are not required to utilize, nor purchase products from the contract. End Users have the option (no obligation) to purchase products based on the resulting contract.

### **7.2 Ordering/Billing**

In general, orders and payments will be handled as described below. Established procedures may be changed at any time by PSA as may be dictated by efficient business practice. The particulars of any sale (e.g. specific products, pricing, delivery, warranty, etc.) will be in strict accordance with the terms and conditions of this RFP and the specific contract awarded to Contractor. The following requirements apply:

- A. For any particular procurement to be made under the provisions of a PSA contract, End User and Contractor will discuss requirements and agree as to what will be provided.
- B. Contractor agrees not to offer, agree to or accept from End User any terms or conditions that conflict with or contravene those in Contractor's PSA contract.

- C. Contractor will deliver products/services ordered, and will invoice End User for products/services accepted by End User. Contractor will not invoice before shipment has been made.
- D. End User will pay Contractor for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to End User for any cost related to a purchase order issued to Contractor for products/services covered by a PSA contract, such invoice shall be forwarded to Contractor and Contractor will take action to correct the error.
- E. The member placing the order with the vendor shall alone be responsible for payment of products and/or services ordered and will be invoiced directly by the vendor. Neither PSA/BVCOG nor its other participating members shall be liable for the indebtedness of any one member.
- F. Regardless of the payment method selected by any PSA member, the total cost associated with any purchase option of the products and services must be disclosed at the time of purchase.

### **7.3 Invoicing**

All invoices are to be sent directly to the customer's billing department. The invoice includes at a minimum the customer's purchase order number, department/division name and cost center, total amount due and each item's description, quantity, and price, as well as the statement, "In accordance with PSA Contract No. 22-204". Special invoicing and payment terms may be requested by each member and agreed upon with the successful vendor.

All invoices are to be paid in full net thirty (30) days after satisfactory delivery and billing, whichever is the later. All invoices shall be submitted in accordance with the terms and conditions, and discounts as stated in the contract. Invoices shall not contain work or items that are not satisfactorily completed and/or delivered.

### **7.4 Delivery and Freight**

Delivery time shall be the period elapsing from the time the individual order is placed until that order is received by each End User at the specified delivery location. The delivery date indicates a guaranteed delivery at the End User's unique location. Unless otherwise addressed, the following requirements shall apply:

- A. "F.O.B. to customer's destination, freight prepaid". Responsibility and liability for loss and/or damage pass to End User at the delivery destination after receipt and acceptance have taken place.
- B. Actual delivery for any particular order must be confirmed with End User at time of order placement.
- C. Contractor shall advise End User prior to making any shipment/delivery, and shall make such shipment/delivery in accordance with End User's requirements, providing only that

such arrangements do not contravene any requirement of the PSA contract unless agreed to by Contractor.

- D. A detailed packing slip shall be included with each order. The packing slip should clearly identify each item being delivered.
- E. PSA End Users have the right to cancel the order before delivery with no obligation to the Contractor, so long as the order is based on a published catalog and not designed according to custom specifications for the End User.

## 7.5 PSA Administration Fee

An Administration Fee shall be collected by PSA from the Contractor for all sales which are based on a PSA contract. Unless negotiated otherwise, the fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total monthly invoice amount by 3%. Contractor will remit the total Administrative Fee due with the monthly report described below.

All proposed prices, fees and discounts shall consider the required Administration Fee and shall be all inclusive prices. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy. In no case shall End Users be invoiced any amount or fee that exceeds the Contractor's proposed and finally negotiated contract pricing/fee schedules. More specific instructions and information regarding handling of purchase orders and the administrative fee may be provided after contract award. The established procedures for payment and reporting sales stated within this RFP may be changed at any time by PSA as may be dictated by efficient business practice.

**Any exclusions to the PSA Administrative Fee must be stated very clearly in the response.**

## 7.6 Monthly Reporting

Contractor agrees to submit written monthly reports and payment to PSA for all transactions/sales during the previous month. Such reports shall include, but are not limited to the following

- End User name
- End User billing address
- End User contact name and email
- Product/Service dollar amount billed to customer
- PSA Administrative Fee amount

Reports must be provided to PSA in an Excel or other acceptable electronic format. Reports shall be submitted with the PSA Administrative Fee by the 20th day of the month following the applicable month being reported. If Contractor fails to submit to PSA in a timely and satisfactory manner any such payment, report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from PSA. If no orders are received during the period, the contractor must submit a report stating that there was no activity.**

PSA may require additional ad hoc reports such as usage reports or special report requests. The Contractor shall submit these specific ad hoc requests in a timely manner as requested by PSA.

## 7.7 Customer Service Representative

Contractor shall appoint a dedicated and qualified Customer Service Representative(s) to be the contact person(s) and focal point for all matters relating to member quotations and orders.

Contractor shall ensure that the Customer Service Representative promptly responds to communications from PSA and its members. Phone calls will be promptly returned, in any event not later than the next business day. The only acceptable failure will be due to Force Majeure.

## 7.8 Marketing and Publicity

PSA requires Contractors to "market" the contract, and provide information and artwork to be used in published promotional materials. Any publicity or published material released by Contractor referencing the contract, whether in the form of a press release, flyer, brochure, photographic coverage, or verbal announcement, shall be copied to PSA. In addition, the Contractor will be required to provide the items and/or services listed herein.

The intent of these requirements is to form a basis through which the successful Contractor and PSA can jointly and effectively market the Contract. The successful Contractor will be consulted on a regular basis and asked to evaluate the on-going marketing plan and to submit recommendations for improvements. The objective is to maintain a cost efficient and highly productive means of marketing the Contractor, PSA and a high-value contract.

The following marketing items shall be required during the term of the contract:

- A. **Press Release:** A press release, including logos, brands and taglines for PSA's use in various marketing campaigns, shall be provided electronically within ten (10) days of the date the contract is executed. The development of the text and format of the press release shall be a joint effort between the Contractor and PSA. Examples of PSA approved press releases are available at: [www.psabuy.org](http://www.psabuy.org).
- B. **Sales Brochures:** A formal sales brochure shall be prepared and submitted in hard copy and electronic form and in sufficient quantities for PSA's use in marketing the Contractor's offerings through the PSA contract within thirty (30) days of the date the contract is executed. The brochure shall be co-branded, contain detailed information about the PSA program, the Contractor, the offerings and contact information for the designated person(s) familiar with the contract offerings. The brochure shall be presentation quality and provide a highly favorable impression of PSA, the Contractor and the program. PSA will assist in the development of this brochure by providing PSA specific information, logos and feedback on the style and text included in draft versions.
- C. **Advertisements:** Contractor will produce and maintain full color camera ready print advertisements in electronic form containing logos for both programs, contain information about Contractor and the PSA program, the contract offerings, and contact information for the designated person(s) familiar with the contract offerings. The advertisements will be maintained for use by the Contractor and PSA.

- D. **Web Site:** In addition to the requirement that PSA Contractors maintain a general use web site, Contractor shall maintain a page on its website specifically to provide information about the PSA contract. The page(s) shall be co-branded and specifically devoted to the PSA/Contractor offering to its members and be available to the public within thirty (30) days of the date the contract is executed. The page shall contain detailed information about the PSA program, the Contractor, the offerings, and the contact information for the designated person(s) familiar with the contract offerings.
- E. **Tradeshows:** Outline your proposed involvement in trade shows to promote the PSA contract. Identify appropriate national or trade shows to attend and what types of materials will be made available at the trade shows.
- F. **Contract Rollout:** Describe how you intend on introducing this program to your company, and how your company will promote the PSA contract to all government/public entities to drive immediate participation.
- G. **Marketing:** The successful Contractor will be required to market the PSA contract to members and prospective members through various means including email notifications, direct mail, telemarketing and direct contact. PSA will share contact information for all current members and provide the Contractor with prospect contact information. The Contractor shall consistently market the contract throughout the term and maintain a coordinated effort with the PSA Program Manager.
- H. **National/Regional Contract Awareness:** The successful Contractor will have a plan to market the contract on a national scale, or for marketing the contract throughout the entire sales region, as appropriate. Describe the methods that will be used to accomplish this. Furnish, on request of PSA, reasonable data, forms and graphic material to be used in brochures or other print media, or on the PSA website.

## 7.9 Use of Logo

The Contractor may use the PSA logo in the promotion of the contract to customers with the following stipulations: (1) the logo may not be modified in any way, (2) when displayed, the size of the PSA logo must be equal to or smaller than the Vendor logo, (3) the PSA logo is only used to communicate the availability of products and services under the contract to customers, and (4) any other use of the PSA logo requires prior written permission from PSA.

PSA may use the Contractor's name and logo in the promotion of the contract to communicate the availability of products and services under the contract to customers. Use of the logos may be on the PSA website or on printed materials. Any use of Contractor's logo by PSA must comply with and be solely related to the purposes of the contract and any usage guidelines communicated to PSA from time to time. Nothing contained in the contract will give PSA any right, title, or interest in or to Contractor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by the Contractor.

## 7.10 Additional Performance Under Contract

PSA is committed to ensuring that Contractor provides effective and efficient service to all Participants in the cooperative purchasing program, and expects that certain performance conditions



must be met. Failure to meet these conditions may result in contract termination. In that regard, Contractor shall:

- A. Maintain sufficient qualified staff to promptly process all orders and communications from PSA and its members, and to efficiently, effectively and accurately service all requirements of the contract.
- B. Allow access to PSA authorized personnel for auditing of purchase orders during the contract period, and for a period extending through the completion of any outstanding orders. Inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to Contractor.

## **8 PSA TERMS AND CONDITIONS**

The following instructions apply to all proposals and become a part of terms and conditions of any proposal submitted to PSA, unless otherwise specified elsewhere in this proposal request.

### **8.1 Basic Requirements and Conditions**

Offeror is advised that all PSA contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.

Offeror must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by this RFP and any pursuant contract with PSA having jurisdiction. It is the Offeror's responsibility to ensure that this requirement is met, and to supply to PSA upon request, copies of any license, permit or other documentation bearing on such compliance.

PSA reserves the right to:

- A. Reject any and all offers received in response to this RFP.
- B. Reject any part of an offer received in response to this RFP.
- C. Determine the correct price and/or terminology in the event of any discrepancies in any response.
- D. Enter into agreement with an Offeror other than the lowest price Offeror.
- E. Accept responses and award contracts to as many or as few Offerors as PSA may select
- F. Amend, waive, modify, or withdraw (in part or in whole) this RFP, or any requirements herein.
- G. Hold discussions with Offerors during the evaluation period, although award may be made without discussion.
- H. Request an Offeror to give a presentation of the Response at a time and place scheduled by PSA to the Evaluation committee.
- I. Exercise any of these rights at any time without liability to any Offeror.

## **8.2 Non-Binding Oral Comments**

No oral comment, utterance or response made by any employee, member, or agent of PSA shall be considered factual or binding with regard to this RFP, or any contract awarded as a result of this RFP. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall ONLY be communicated in written form.

## **8.3 Force Majeure**

There may be times either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed.

## **8.4 Order of Precedence and Award of Contract**

In the event of conflict between this document and any references or documents cited herein, this document with any published amendments shall take precedence prior to contract award. With authority granted by the BVCOG Board of Directors, a written contract shall be presented to the highest ranked, successful Offeror and shall be subject to acceptance by the successful Offeror within ten (10) calendar days after presentation by PSA. If a contract is not executed within ten (10) calendar days, PSA may rescind the contract offer and award a contract to the next Offeror in order of rank as determined by PSA.

The Contract shall consist of the documents identified herein and in order of precedence:

- A. The Contract form as agreed upon through contract negotiations prior to award
- B. Offeror's Response to the RFP, including but not limited to, prices and options offered and finally negotiated/amended and attached
- C. This RFP including all terms and conditions, any relevant addenda

## **8.5 Subcontracting**

No activities or services included as a part of this RFP and/or the contract made pursuant hereto, may be subcontracted to another organization, firm, or individual without the written consent of the PSA's Executive Director, and may be subject to cancellation if such consent is not requested. Such intent to subcontract should be clearly identified in the Offeror's response to this RFP. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

## **8.6 General Liability/Indemnification**

Contractor shall, to the extent permitted by law, defend and hold harmless BVCOG, PSA, any and all PSA members and BVCOG's board members, officers, agents, officials, employees, from any and all claims, costs, expenses (including reasonable attorney fees, actions, causes of action, judgments,

and liens) arising as a result of Contractor's negligence, fraud, criminal acts, omissions, willful misconduct or third party intellectual property infringement of the indemnified party under this Contract. Contractor shall notify PSA of the threat of lawsuit or of any actual suit filed against Contractor relating to this Contract. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE BVCOG OR PSA OR ANY PARTICIPANT FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE PSA OR ANY PARTICIPANT OR THEIR EMPLOYEES.

### **8.7 Licenses & Permits**

The Offeror is responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws applicable

### **8.8 Drug Free Workplace**

Offeror shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of Contractor's Drug-Free Workplace policy shall, on request, be furnished to PSA.

### **8.9 Anti-Discrimination**

The Offeror certifies that it conforms to the provisions of the Civil Rights Act of 1964, as amended, as well as the Americans with Disabilities Act of 1990 (ADA), as amended and where applicable.

The Offeror does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment. The Offeror, in all solicitations and/or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an equal opportunity employer. The Offeror does not discriminate against a qualified job applicant or employee because of a disability and ensures that all existing and new facilities provide easy access for people with disabilities.

### **8.10 Historically Underutilized Business (HUB) Participation**

The term "HUB" refers to a historically underutilized business that is a corporation, sole proprietorship, partnership, joint venture, or supplier contract formed for the purpose of making a profit in which at least 51 percent of all classes of the shares of stock or other equitable securities are owned by one or more persons who (1) are socially disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and (2) have a proportionate interest and demonstrate active participation in the control, operation, and management of the business entity's affairs.

To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], PSA requires all Offerors to supply information in any bid/proposal response listing (1) the total number

of subcontracts, and (2) the total number of HUB contracts applicable to the services offered in the response. For purposes of information availability and where applicable, Offeror is encouraged to include subcontracts with HUBs that provide services related to the delivery of a service.

This contract gives no preference for HUB status; however, HUB status should be in the Offeror's response for inclusion in the resulting contract.

### **8.11 Court Jurisdiction**

PSA and the successful Offeror, or Contractor, agree that the contract awarded from this RFP shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.

Disputes between PSA members and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify PSA of such disputes.

### **8.12 Offeror Certifications and Acknowledgement**

Offeror is required to fully complete and sign the attached Acknowledgment and Certification form. It must show full firm name and mailing address of Offeror and be manually signed by an authorized sales or quotation representative of the Company. Submission of a signed Acknowledgment and Certification form will be interpreted to mean that the Company hereby agrees to all terms and conditions set forth in all of the sheets which make up this RFP and to execute the sample contract attached herein.

### **8.13 Non-Resident Reciprocal Sales Act**

As required by Texas Civil Statutes in the award of contracts, an Offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident Offerors without penalty. If Offeror's resident state DOES penalize Texas Offerors, Offeror must provide this information along with a copy of its applicable resident state's statute in the Response.

### **8.14 Legal and Contractual Remedies**

**Resolution of Protested Solicitations and Awards:** Any actual or prospective Offeror or Contractor who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed during any phase of the procurement. The grievance must be based on an alleged violation of State or Federal law (if applicable). Failure to receive a procurement award from PSA in and of itself does not constitute a valid grievance. Upon receipt of grievance, the BVCOG Assistant Executive Director will initiate the informal resolution process. The BVCOG Assistant Executive Director shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of receipt of the complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to all

parties of the resolution with specifics on each point addressed in the original complaint. In order for an above mentioned party to enter the grievance process, a written complaint must be sent to the Assistant Executive Director of the BVCOG by certified mail which identifies the following:

- A. Name, mailing address and business phone number of the complainant.
- B. Appropriate identification of the procurement being questioned.
- C. A precise statement of reasons for protest.
- D. Supporting exhibits, evidence, or documents to substantiate any claims.

**Appeals:** The complainant may appeal the BVCOG Assistant Executive Director decision by submitting a written appeal, within five (5) working days, to the Executive Director of BVCOG. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of BVCOG has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director. The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days. The Offeror or Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction located in Brazos County, Texas.

**Breach of Contract/Default:** Upon breach or default, PSA shall give the Contractor written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of PSA, default will be declared. Upon breach of contract or default, PSA may exercise any and all of its rights afforded by law, including but not limited to those referenced herein.

**Solicitations or Awards in Violation of the Law:** Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by the PSA.

## **9 INSURANCE REQUIREMENTS FOR PSA VENDORS**

Unless otherwise stipulated, Contractor must have the following insurance and coverage minimums and strictly adhere to the following requirements. The policies hereunder, shall contain a waiver of transfer of rights of recovery against PSA, BVCOG, its agents, representatives, officers, directors, officials, employees and member entities for any claims arising out of Contractor's work or service. Brazos Valley Council of Governments doing business as Purchasing Solutions Alliance is to be named as an additional insured and a waiver of subrogation.

### **9.1 Commercial General Liability Insurance**

Limit of liability not less than \$500,000 per occurrence, \$1,000,000 annual aggregate. Contractor agrees to maintain Commercial General Liability providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

## **9.2 Workers' Compensation Insurance & Employers' Liability Insurance**

Contractor shall maintain workers compensation insurance for statutory limits and employer's liability insurance with limits not less than \$100,000. Contractor waives all rights against PSA/BVCOG for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or umbrella liability insurance obtained by Contractor. Contractor shall provide evidence of this by Waiver of Subrogation in favor of the PSA/BVCOG.

## **9.3 Business Automobile Liability Insurance**

Contractor shall maintain Business Automobile Liability Insurance on all owned vehicles used in relation to performing this contract. Policies covering automobiles shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Contractor waives all rights against the BVCOG for recovery of damages to the extent these damages are covered by the business auto policy or umbrella liability insurance obtained by Contractor or under any auto physical damage coverage. If the Contractor does not own the automobiles and furnishes satisfactory evidence of this, then this requirement may allow the Contractor to agree to maintain only Hired and Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

## **9.4 Contractor's Insurance to be Primary**

Contractor's insurance shall be deemed primary with respect to any insurance or self-insurance carried by BVCOG for liability arising out of operations under the contract.

## **9.5 Deductibles, Coinsurance Penalties and Self-Insured Retention**

Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

## **9.6 Right To Review and Adjust**

PSA reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, BVCOG reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

## **9.7 Subcontractor's Insurance**

Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

## **9.8 Certificate of Insurance**

Contractor shall furnish PSA with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-" or better and/or otherwise acceptable to PSA. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given PSA.

## **9.9 Cancellation of Coverage**

In the event PSA is notified that a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. PSA reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, PSA shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense. Insurance coverage shall be in effect for the length of any contract made pursuant to this RFP, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.

# **10 PROPOSAL EVALUATION**

The PSA proposal evaluation committee will evaluate proposals received based on the criteria and point system detailed below. The following conditions apply:

- A. It is understood that PSA, through its management, may use all means at their collective disposal to evaluate the proposals received based on the stated criteria, and the final decision as to the best overall value, both as to price and to suitability of the products and/or services offered to fit the needs of PSA and its members, will rest solely with the Executive Director of the BVCOG or his designee.
- B. PSA has the right to award to multiple companies supplying comparable products or items, also known as a multiple award schedule, but reserves the right to make a single award to the highest ranked Offeror.
- C. By submission of a Response, Offeror indicates acceptance of the evaluation technique, and recognizes and accepts that PSA may at its sole discretion make subjective judgments during the evaluation process.
- D. In evaluating RFP responses, PSA has no obligation to consider information that is not provided in the Offeror's response. PSA may, however, consider additional information outside of the Offeror's response. This research may include such sources as the Offeror's website, industry publications, listed references and user interviews.
- E. PSA reserves the right to request and test equipment/products and related services and to seek clarification from the Offerors. Offerors must make reasonable efforts to supply test

products promptly. All Offeror products remain property of the Offeror, and PSA will return such products after the evaluation process.

- F. An Offeror's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating an Offeror's current response. Past performance includes the Offeror's record of conforming to published specifications and to standard good workmanship, as well as the Offeror's history for reasonable and cooperative behavior and for commitment to member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<b>Vendor Experience and Qualifications</b> Offeror must have extensive experience in supplying products to government agencies, schools, and/or universities to score all available points. The Offeror must be financially sound, to provide reasonable certainty the company will have the ability to provide excellent service throughout the life of the contract.	Points Based	15 <i>(15% of Total)</i>
2.	<b>Credentials of Staff to be Assigned to the Account</b> Offeror's staff assigned to this contract must be well qualified to maintain the account and provide appropriate service to customers.	Points Based	5 <i>(5% of Total)</i>
3.	<b>Variety and Quality of Equipment</b> Products and services must be highly valuable to the customer. Equipment is expected to be high quality and current technology.	Points Based	15 <i>(15% of Total)</i>
4.	<b>Value Added Products and Services</b> Offerors are encouraged to list and provide detailed descriptions of any additional products and/or services you intend to provide that will enhance and add value to this Contract for PSA participating member entities. These offerings will be considered and evaluated. PSA reserves the right to accept any or reject additionally proposed products or services in the best interest of PSA and its participating member entities.  Examples include incentive programs, prompt payment discounts, environmentally friendly products/programs and training programs.	Points Based	5 <i>(5% of Total)</i>



5.	<p><b>Technical Support</b>                  Technical support is critical to the on-going operation of an organization. Responses will be evaluated on the following criteria:</p> <ul style="list-style-type: none"> <li>• Availability of Technical Support – Technical support should respond quickly to answer questions and provide service.</li> <li>• Problem Resolution Time – Metrics will be considered for the past calendar year.</li> <li>• Credentials of Installation and Technical Staff – Staff will be evaluated based on experience, education, and certifications.</li> </ul>	Points Based	20 <i>(20% of Total)</i>
6.	<p><b>Cost Proposal</b>                  The total cost of the offered product and services should be competitive. Any optional or required additional fees will be considered.</p>	Points Based	30 <i>(30% of Total)</i>
7.	<p><b>Value to PSA</b>                  Points are awarded based on the expected value of the resulting contract to PSA. The following areas may be taken into consideration:</p> <ul style="list-style-type: none"> <li>• Offeror can show how this resulting contract will be significantly better in some area than Offeror's existing cooperative contracts, or Offeror has no other contracts with purchasing cooperatives.</li> <li>• Effectiveness of the Marketing Proposal.</li> <li>• Likelihood of Offeror to generate additional sales through the use of the resulting contract.</li> </ul>	Points Based	10 <i>(10% of Total)</i>

## 11 INSTRUCTIONS FOR PREPARING PROPOSAL

This section contains instructions for compiling and submitting a proposal response to this RFP. All Offerors must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

### 11.1 Signature Authority

By submitting the Response, Offeror represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on

behalf of the Offeror and to bind the Offeror under any contract that may result from the submission of this Response.

## 11.2 Electronic or Paper Response

Unless otherwise addressed within the RFP, the following requirements shall apply:

- A. Electronic Submission of Response (**Preferred method**): Offerors may upload one final and complete electronic proposal on the on-line bidding system that PSA utilizes for its bid and proposal solicitations at [www.procurenw.com](http://www.procurenw.com). There is NO COST to the Offeror in submitting their proposal in response to this RFP via the on-line electronic bidding system.
- B. Paper Submission of Response: In lieu of electronic submission, responses may be submitted in four complete printed sets including one Original and three Copies in separate “hard side” three-ring binders. The outer spine of each binder shall be labeled showing this RFP No., Offeror Name, and either “Original” or “Copy”, as applicable. The Original printed response will be considered to be the binding Response in case of any conflicts between printed copies submitted with the Offeror’s (paper response) proposal package. **Paper submissions must include a flash drive with the electronic version of the proposal, specifically an excel file for the cost proposal.**

Paper Submission of Responses shall be enclosed in a SEALED package(s) addressed to PSA. The following information shall be clearly stated on the exterior of the package(s):

1. Name and Address of Offeror
2. Date and hour of proposal submission deadline (due date)
3. Bid/Proposal RFP number
4. The statement, "SEALED PROPOSAL - DO NOT OPEN IN MAIL ROOM." This label shall be of sufficient size to be quickly and easily noticed and affixed to opposing sides of the package(s).

## 11.3 Additional Response Requirements

Offeror’s Response may be deemed non-responsive if all required PSA forms and documents are not properly completed. Offeror must submit all documents included in the RFP Submission Checklist found in the Attachments Section of this RFP. Offeror may not modify the format of any PSA form in any way, but may only fill in information and add lines if needed. In certain cases, the cost proposal form may be modified in accordance with instructions provided for the form. Offeror may photocopy or print blank forms as needed.

There is no limit on the physical size of the proposal but a complete yet succinct, and unambiguous presentation of the services offered and the fees required are expected. Proposals should provide a clear and straightforward description of products and services and the firm’s ability to meet requirements.

All proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Offeror. Blue ink is preferred for signatures.

No oral, telegraphic, telephonic, or facsimile bids will be considered or accepted.

## 11.4 Technical Response

Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in clearly outlined sections as detailed below. Vendors must provide the sections listed below or the response may be rejected. Omission of any required form or information will be sufficient grounds for PSA to consider your response to be non-compliant.

**Title Page:** The proposal should begin with a title page bearing the name and address of the vendor and the name and number of this RFP.

**Section 1 - Executive Summary:** Vendors must condense and highlight the contents of the proposal in a separate section titled "Executive Summary." Indicate why your products and services are superior to others in the market.

**Section 2 - Vendor Experience and Qualifications:** Briefly describe your company's history and experience in the industry, including your experience serving government agencies, schools, and universities. Describe your core values and business philosophy. Indicate what differentiates your company from its competitors.

Specifically, disclose the following: a) Bankruptcies filed; b) Litigation, mediation, and arbitration history over the last five (5) years; c) Any material (in excess of \$50,000) claims, judgements, arbitrations, investigations, or lawsuits pending; d) Any criminal actions, suits, proceedings, arbitrations investigations against or involving the Offeror or its employees (in their capacities as employees) occurring during the past five years.

**Section 3 - Staff Assigned to the Account:** Describe the training, certifications, and experience for staff that will be assigned to this account for the following positions:

- A. Sales personnel
- B. Contract Administrator to PSA

**Section 4 - Product Offerings:** Fully describe the products and services offered in your proposal. Discuss any optional features/services. Discuss any customization options that are available. Describe the typical ordering and installation process, including timelines.

**Section 5 - Security:** Discuss the security of your equipment in regards to protecting customer data that is printed or scanned. Describe the process for removing data from equipment that is removed from the customer's site for replacement or contract termination.

**Section 6 - Value-Added Products and Services:** Fully describe any value-added products and services offered in your proposal. These services/products are not required by the RFP, but will be evaluated and scored. Examples of value-added products and services include the following:

- Environmental products/programs
- Supplies that are included with maintenance service
- Prompt payment discounts
- Quantity discounts

- Training programs
- Analysis to determine customers' needs or increase efficiency
- Reports available to End Users
- Third party financing

**Section 7 - Technical Support:** Discuss your overall policy for reducing equipment downtime. Discuss your policy for replacing consistently defective machinery. Include detailed descriptions of all maintenance plans and technical support offered, including the following:

- Support hours
- Types of support (phone, e-mail, on-site, etc.)
- After-hours support option
- Cost of technical support. If different levels of support may be purchased, include the description and cost of each level.

**Section 8 - Problem Resolution Time:** Provide the following data for calendar year 2021:

- Average downtime that customers experienced for each technical issue
- Ratio of problems resolved on technician's first response
- Average response time for technical support, from the time the customer first called to the time the problem was first addressed by a technician

**Section 9 - Credentials of Installation and Technical Staff:** Describe the training, certifications, and experience for staff that will be assigned to this account for the following positions:

- A. Maintenance Technician
- B. Installer

**Section 10 - Marketing Strategy:** Describe in detail how you will effectively market any potential PSA contract regionally/nationally and meet the requirements outlined in the RFP.

Address each element of your marketing strategy by describing timelines, methods, and/or presenting reference marketing materials PSA can expect to be produced and maintained by your organization throughout the life of any potential contract.

Indicate the customer base and sales volume you expect to gain from this contract.

**Section 11 - PSA Administrative Fee:** Confirm the percentage amount and calculation of the PSA Administrative Fee. Offerors are encouraged to propose alternative methods of assessing and calculating administrative fees to PSA based on industry standards and company policy.

**Section 11 - Exceptions to RFP:** Identify any exceptions the Offeror has taken to the requirements of this RFP, the contract or any other attachments.

## 11.5 Required Attachments

The following attachments are required with your proposal submission:

- 1. Ethics Policy:** Offeror shall include their employee ethics policy.
- 2. Cost Proposal:** The Cost Proposal shall be completed using an approved pricing format as described in the Pricing Section of this RFP. Provide the Cost Proposal as an Excel spreadsheet or Microsoft Word document, as appropriate. The Cost Proposal should clearly illustrate the price breakdown of all products/equipment, goods, services, shipping fees, and all other expenses associated with the Contract.
- 3. References:** Offeror shall list the names of at least three (3) public/government agencies which have purchased from Offeror products or services similar to those covered by this RFP, within the last two (2) years. PSA reserves the right to determine if such products or services are appropriately similar. Other information, including criticism however learned, may be used by PSA in evaluation of responses. Each reference shall be a public, government or education agency and include the following:
  - A. Agency Name
  - B. Contact Person's Name and Title
  - C. Address
  - D. Phone
  - E. Email
- 4. Offeror Acknowledgement & Certification:** Complete and sign the Offeror Acknowledgement & Certification that was provided as an attachment to this proposal.
- 5. Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting with PSA to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with a PSA officer or an officer's close family member. PSA is a program of the Brazos Valley Council of Governments, whose officers include The Honorable Byron Ryder, Chair, The Honorable Kavon Novak, 1st Vice Chair, The Honorable Joe Fauth, III, 2nd Vice Chair, The Honorable Tony Leago, Secretary, The Honorable Duane Peters, Immediate Past Chair.
- 6. Form 1295 Certificate of Interested Parties:** Pursuant to the Texas Legislature House Bill 1295, Offeror must complete a Form 1295 through the Texas Ethics Commission website [www.ethics.state.tx.us](http://www.ethics.state.tx.us) and submit a signed copy of the form to PSA with the RFP response.
- 7. End User Service Agreement:** Include a copy of all service agreements that may be required for the end users.
- 8. Proposer Certification:** Complete and sign the Proposer Certification form that was provided as an attachment to this proposal.
- 9. All Addenda:** For paper responses only, Offerors must list all addenda for this RFP that were issued for this RFP through ProcureNow. The list must be signed to acknowledge receipt. If no addenda were issued for the RFP, this section may be omitted. Responses that are submitted electronically through ProcureNow acknowledge addenda as part of the submission process.

## **11.6 Withdrawal or Modification of Responses**

Once received by PSA, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing and on Offeror's formal letterhead. Responses and requests for modification received after the submission deadline will not be accepted.

## **11.7 Confidential/Proprietary Materials**

PSA uses its best efforts to follow the intent of Chapter 552 of the Texas Government Code, the Public Information Act (the "Act") in regards to information, documentation, and other material in connection with this solicitation. If Offeror's proposal contains material noted or marked as "confidential" and/or "proprietary", and that material in PSA's sole opinion meets the disclosure exemption requirements of the Act, then that information will not be disclosed pursuant to a request for public documents. If PSA does not consider such material to be exempt from disclosure under the Act, the material may be made available to the public regardless of the notation or markings. If an Offeror is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the Act, then it shall not include such information in the proposal.

## **11.8 Terms and Conditions Attached to Response**

Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.

# **12 VENDOR RESPONSE**

Offeror shall use this section to provide all requested documents. Specific instructions for the contents of each file can be found in the section [#Instructions for Preparing Proposal](#).

## **12.1 Vendor Technical Response\***

Please upload your response here in one PDF document containing all sections that are described in the section, [#Instructions for Preparing Proposal](#).

\*Response required

## **12.2 Ethics Policy\***

Please upload your company Ethics Policy here.

\*Response required

## **12.3 Cost Proposal\***

Please upload your Cost Proposal file here.

\*Response required

## **12.4 References\***

Please upload your company references here.

\*Response required

## **12.5 Offeror Acknowledgment and Certification Form\***

Please upload completed Offeror Acknowledgement and Certification form here.

\*Response required

## **12.6 Conflict of Interest Questionnaire\***

Please upload the completed Conflict of Interest Questionnaire here.

\*Response required

## **12.7 Form 1295 Certificate of Interest Parties Submission\***

Please confirm that you filed this form online at [www.ethics.state.tx.us/File](http://www.ethics.state.tx.us/File).

Please confirm

\*Response required

## **12.8 Form 1295 Certificate of Interested Parties Form\***

Please upload a copy of the submitted Certificate of Interested Parties form.

\*Response required

## **12.9 End User Service Agreement**

Please upload any End User Service Agreements that may be required of the PSA Members.

## **12.10 Proposer Certifications\***

Please upload the Proposer Certifications here.

\*Response required

## Offeror Acknowledgment & Certification

RFP No. 22-204

**Invitation Title:** Printers, Copiers, and Multifunction Devices

**Offeror Company:** \_\_\_\_\_

(Legal name of business which will appear on contract, if awarded)

**Contract Signatory:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Federal ID No.:** \_\_\_\_\_

**Web Page URL:** \_\_\_\_\_

### Proposal Contact Information

**Contact Person:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

### Underutilized/Disadvantaged Business (HUB / DBE) Information

**Ownership - 51% or more:**  Non-HUB/DBE  HUB  DBE

**Estimated number of subcontractors who would participate in any contract:**


**Number of above subcontractors who would qualify as an HUB / DBE:**

### Certification

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, BVCOG member, or agent of the BVCOG has assisted in the preparation of this proposal. I acknowledge that I have read and understood the terms, conditions, requirements and provisions of the RFP and that this organization will comply with the terms thereof, and any other applicable local, state, and federal regulations and policies and that the BVCOG is authorized to verify references and stated performance data and to conduct credit and criminal background checks if needed. Furthermore, I certify that I am legally authorized to sign this proposal on behalf of said organization by authority of its governing body, and to bind said organization under any contract that may result from the submission of this proposal.

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

**Title:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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



# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# RFP 22-204 Printers, Copiers, and Multifunction Devices

## Proposer Certifications

By signing below, Proposer makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

### **Certification 1. LEGAL AUTHORITY**

Proposer warrants and represents that it has adequate legal counsel and authority to respond to this RFP. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

### **Certification 2. APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

### **Certification 3. RELEASE**

The Proposer releases, relinquishes, and discharges the PSA, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Proposer or its employees and any loss of or damage to any property of the Proposer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Proposer's negligent performance of the work. Both the PSA and the Proposer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

### **Certification 4. CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

Proposer agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. Proposer agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

### **Certification 5. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 6. BYRD ANTI-LOBBYING AMENDMENT**

The Proposer certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 7. CERTIFICATION NOT TO BOYCOTT ISREAL**

The Proposer certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Proposer further certifies that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 8. COMPUTER EQUIPMENT REYCLING PROGRAM**

If Proposer is submitting a Response for the purchase or lease of computer equipment, then Proposer certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 9. CONTRACTING INFORMATION RESPONSIBILITIES**

In accordance with Section 552.372 of the Texas Government Code, Proposer agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PSA member for the duration of the contract, (2) promptly provide to the PSA member any contracting information related to the contract that is in the custody or possession of the Proposer on request of the PSA member, and (3) on termination or expiration of the contract, either provide at no cost to the PSA member all contracting information related to the contract that is in the custody or possession of the Proposer or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PSA member. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Proposer agrees that the contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 10. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION**

The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Response.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 11. ANTITRUST AFFIRMATION**

The Proposer affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Proposer have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Proposer have violated any federal antitrust law; and (3) neither I nor any representative of the Proposer have directly or indirectly communicated any of the contents of this Response to a competitor of the Proposer or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Proposer.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 12. E-VERIFY PROGRAM**

The Proposer certifies that for contracts for services, Proposer shall utilize the U.S. Department of Homeland Security’s E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Proposer to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Proposer to perform work pursuant the contract within the United States of America.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 13. EXCLUDED PARTIES**

Proposer certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 14. FALSE STATEMENTS**

Proposer represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 15. FOREIGN TERRORIST ORGANIZATIONS**

Proposer represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 16. NO CONFLICTS OF INTEREST**

Proposer represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 17. AMERICANS WITH DISABILITIES ACT**

Proposer represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 18. DRUG-FREE WORKPLACE**

Proposer represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) and maintain a drug-free work environment.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 19. EQUAL EMPLOYMENT OPPORTUNITY**

Proposer represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 20. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW**

Proposer represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 21. IMMIGRATION**

Proposer represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 22. LEGAL AND REGULATORY ACTIONS**

Proposer represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Proposer or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Proposer’s performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA’s consideration of the Response. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Proposer’s performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to PSA’s consideration of the Response. In addition, Proposer represents and warrants that it shall notify PSA in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update PSA shall constitute breach of contract and may result in immediate termination of the contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 23. LIMITATION ON AUTHORITY**

Proposer shall have no authority to act for or on behalf of PSA except as expressly provided for in the contract resulting from this RFP; no other authority, power or use is granted or implied. Proposer may not incur any debt, obligation, expense or liability of any kind on behalf of PSA.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 24. MEDIA RELEASES**

Proposer shall not use PSA’s name, logo, or other likeness in any press release, marketing material, or other announcement without PSA’s prior written approval. PSA does not endorse any vendor, commodity, or service. Proposer is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without PSA’s prior written consent, and then only in accordance with explicit written instructions from PSA.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 25. NO FELONY CRIMINAL CONVICTIONS**

Proposer represents that neither Proposer nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Proposer has fully advised PSA in writing of the facts and circumstances surrounding the convictions.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 26. NO IMPLIED WAIVER**

No provision of the contract shall constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to PSA as a political subdivision of the State of Texas or otherwise available to PSA. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities detailed in the contract or otherwise available to PSA by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 27. FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**

Proposer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If proposer is awarded the contract and circumstances relevant to this provision change during the course of the contract, Proposer shall promptly notify PSA.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 28. Cybersecurity Training**

If awarded the contract, Proposer shall ensure that any of Proposer’s employees or subcontractor employees who have access to a State computer system or database shall complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. Contractor shall provide End User with verification of the completion of the requisite training.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 29. Disaster Recovery Plan**

Upon request of PSA, Proposer shall provide copies of its most recent business continuity and disaster recovery plans.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 30. Energy Company Boycotts**

Proposer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If proposer is awarded the contract and circumstances relevant to this provision change during the course of the contract, Proposer shall promptly notify PSA.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 31. NO THIRD-PARTY BENEFICIARIES**

This agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 32. PERMITS, CERTIFICATIONS, AND LICENSES**

Proposer represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 33. PROMPT PAYMENT**

All payments by Proposer to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract shall be made in compliance with Chapter 2251 of the Texas Government Code.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer





**Certification 34. REFUND**

Proposer will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by a PSA member which are not expressly authorized under the contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 35. SURVIVAL**

Expiration or termination of the contract for any reason does not release Proposer from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 36. UNFAIR BUSINESS PRACTICES**

Proposer represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 37. WAIVER OF CONSEQUENTIAL DAMAGES**

Notwithstanding any other provision to the contrary herein, neither party shall be liable to the other for any indirect, incidental, special or consequential damages or loss of profits, anticipated or otherwise, or loss of revenues in connection with or arising out of, or in connection with, the subject matter of this contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 38. NO FINANCIAL INTEREST OR OTHER CONFLICT**

No BVOCG/PSA officer, employee, Board of Directors member or member of any BVCOG/PSA board or commission, nor family member of any such person, has a financial interest, direct or indirect, in Offeror or in any contract Offeror might enter into with BVCOG/PSA.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 39. FELONY CONVICTION NOTIFICATION**

Proposer represents and warrants that the Offeror’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Offeror has fully advised PSA as to the facts and circumstances surrounding the conviction.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 40. NON-COLLUSIVE RESPONSE**

The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or potential competitor. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by Offeror and will not be knowingly disclosed by Offeror prior to the public response opening, either directly or indirectly, to any other Offeror or competitor. No attempt has been made or will be made by Offeror to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 41. NON-BIASED SPECIFICATIONS**

This RFP contains no requirements considered to be unduly biased in favor of Offeror or any other Offerors that may be competing for this procurement.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 42. SUSPENSION AND DEBARMENT**

Proposer certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Proposer has not within a three (3) year period preceding this RFP been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property. Proposer is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above. Offeror has not, within a three (3) year period preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 43. LICENSING AND PERMITS**

Proposer has all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 44. FRANCHISE TAX**

Proposer hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer



**Certification 45. COVID-19 Vaccine Passport Prohibition**

Contractor certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor’s business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

**Certification 46. Critical Infrastructure Affirmation**

Contractor certifies (i) that Contractor, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; (ii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure; and (iii) that Contractor including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of Contractor, is not headquartered in China, Iran, North Korea, Russia, or a country designated by the Governor as a threat to critical infrastructure.

Does Proposer agree? YES \_\_\_\_\_ Initials of Authorized Representative of Proposer

By signing below, Proposer hereby confirms all certifications above, and furthermore that he/she is legally authorized to sign this certification on behalf of said organization by authority of its governing body.

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Name Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **SAMPLE CONTRACT**

This is a sample of the contract that will be sent to you for execution if you are recommended for a contract award.  
It should NOT be completed and returned with your Response.

A CONTRACT BETWEEN PURCHASING SOLUTIONS ALLIANCE, Bryan, Texas  
AND \_\_\_\_\_

This Contract is made and entered into by PURCHASING SOLUTIONS ALLIANCE, hereinafter referred to as PSA, having its principal place of business at 3991 East 29th St., Bryan, Texas 77802, AND \_\_\_\_\_, hereinafter referred to as the CONTRACTOR, having its principal place of business at \_\_\_\_\_.

### **ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into this Contract to become effective as of \_\_\_\_\_, and to continue through \_\_\_\_\_ (the "Contract"), subject to three (3) one-year extensions upon mutual agreement of the CONTRACTOR and PSA. PSA enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Printers, Copiers, and Multifunction Devices offered by the CONTRACTOR. The CONTRACTOR agrees to sell/rent Printers, Copiers, and Multifunction Devices through the PSA Contract to END USERS.

### **ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence: 1) The text of this Contract form, 2) Exhibit A, CONTRACTOR's Response to RFP No: 22-204, including but not limited to, prices and options offered and finally negotiated and attached, and 3) Exhibit B, RFP No: 22-204, including any relevant addenda. All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

### **ARTICLE 3: LEGAL AUTHORITY**

CONTRACTOR and PSA warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

### **ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

### **ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of PSA or CONTRACTOR. No provision of this Contract or act of PSA in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of PSA, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising there from.

### **ARTICLE 6: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to PSA. PSA reserves the right to accept or reject any such change. CONTRACTOR shall

continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. PSA shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

#### **ARTICLE 7: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. PSA, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that PSA's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### **ARTICLE 8: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the RFP requirements. If CONTRACTOR fails to submit to PSA in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### **ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 10: DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of the Brazos Valley Council of Governments (BVCOG) or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of BVCOG. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with BVCOG's final decision.

#### **ARTICLE 11: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify PSA described in Article 12, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall

repay upon demand to END USER any amounts determined by PSA, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### **ARTICLE 12: LIMIT OF PSA'S LIABILITY AND INDEMNIFICATION OF PSA**

PSA's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its administrative fee. In no event will PSA be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless BVCOG, PSA, its board members, officers, agents, officials, employees, [and indemnities] from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify PSA of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

#### **ARTICLE 13: TERMINATION FOR CAUSE**

PSA may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that PSA shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then PSA may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### **ARTICLE 14: TERMINATION FOR CONVENIENCE**

PSA may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to PSA any administrative fees due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR.

#### **ARTICLE 15: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by PSA, the State of Texas, Federal regulations and the acts and regulations of any funding entity. CONTRACTOR agrees to notify PSA of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

#### **ARTICLE 16: GOVERNING LAW & VENUE**

PSA and the CONTRACTOR agree that the contract awarded from this Request for Proposal shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Brazos County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas. Disputes between END USER and CONTRACTOR are to be resolved in accordance with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify PSA of such disputes.

#### **ARTICLE 17: PAYMENT OF PSA FEE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable three (3) % PSA Administrative Fee. The Administrative Fee on all Contractor sales made pursuant to the PSA contract is to be calculated by multiplying the total billed amount by 3%. Contractor will remit the total Administrative Fee due with the monthly report as required and stipulated in Exhibit B – RFP No. 22-204. Any PSA fee collected by CONTRACTOR from END USERS, including END USERS without Interlocal Contracts, shall be paid

to PSA by CONTRACTOR. CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal Contracts with PSA. PSA reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit PSA's fee. In no event shall PSA have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

#### **ARTICLE 18: CHANGE OF CONTRACTOR STATUS**

CONTRACTOR shall immediately notify PSA, in writing, of ANY change in ownership, control, dealership/franchisee status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. PSA shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

#### **ARTICLE 19: VOLUME PRICING**

The CONTRACTOR reserves the right to provide and negotiate volume discounts that are less than the prices shown in Exhibit A - CONTRACTOR's Response to RFP No. 22-204 to END USERS. In no case shall prices exceed those listed in Exhibit A.

#### **ARTICLE 20: CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

#### **ARTICLE 21: BYRD ANTI-LOBBYING AMENDMENT**

The Contractor certifies that it has not and will not use Federal appropriated funds, which may include any money received in association with the PSA contract, to pay for any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

#### **ARTICLE 22: TRAFFICKING VICTIMS PROTECTION ACT**

The Contractor certifies that it will not perform nor will it allow its employees to perform the following acts covered by the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)):

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or sub-awards under the award.

#### **ARTICLE 23: CERTIFICATION NOT TO BOYCOTT ISREAL**

The Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. Contractor further certifies that it does not and will not refuse to deal with, terminate business activities with, or otherwise take any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. This does not include actions made for ordinary business purposes.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for the **Purchasing Solutions Alliance**, Bryan, Texas:

Date: \_\_\_\_\_, 2022

Michael Parks Executive Director or Designee – **Brazos Valley Council of Governments**

Attest for the **Brazos Valley Council of Governments**, Bryan, Texas:

Date: \_\_\_\_\_, 2022

Susan Lightfoot, Program Manager or Designee – **Purchasing Solutions Alliance**

*(Notary section)*

PSA Contract No. 22-204 between PSA/BVCOG & CONTRACTOR.

The State of Texas, County of Brazos

Before me, a Notary Public, on this day personally appeared Michael Parks and Susan Lightfoot, known or proved to me to be the persons whose name is subscribed to the forgoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Notary Signature

Notary Public, State of Texas

(PERSONALIZED SEAL)

Signed for CONTRACTOR:

Printed Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

Attest - Printed Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

Attest - Signature: \_\_\_\_\_ Date: \_\_\_\_\_, 2022

*(Notary section)*

PSA Contract No. 22-204 between PSA/BVCOG & CONTRACTOR.

The State of \_\_\_\_\_, County of \_\_\_\_\_

Before me, a Notary Public, on this day personally appeared \_\_\_\_\_, known or proved to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ 2022

\_\_\_\_\_  
Notary Signature

Notary Public, State of \_\_\_\_\_

(PERSONALIZED SEAL)





QUESTION & ANSWER REPORT  
RFP No. 22-204  
Printers, Copiers and Multifunction Devices

RESPONSE DEADLINE: April 19, 2022 at 3:00 pm

Friday, May 6, 2022

**1. Volume**

*Apr 15, 2022 8:26 AM*

**Question:**

Can PSA provide the current level of revenue by category and/or state?

*Apr 4, 2022 6:20 PM*

**Answered by Susan Lightfoot:**

PSA does not feel this would be useful information to vendors. The customers who use the current PSA contract would not be compelled to switch to a different vendor, so you would not be gaining the current business. Each PSA awarded vendor is tasked with selling the contract to local governments, schools, higher education, and nonprofits. In general, the various PSA contracts generate sales ranging from \$30,000/year to \$1,200,000/year.

*Apr 15, 2022 8:26 AM*

**2. Award**

*Apr 5, 2022 11:02 AM*

**Question:**

Will only one Vendor be awarded, or could there be one Vendor awarded per category (e.g. one for Wide Format Print, another Vendor awarded for Scan, and so on)?

*Apr 4, 2022 6:15 PM*

**Answered by Susan Lightfoot:**

There could be more than one vendor awarded, depending on the responses received, the category, and the market conditions. PSA reserves the right to make this a single or multiple award.

*Apr 5, 2022 10:59 AM*

**3. Direct OEM**

*Apr 5, 2022 11:02 AM*

**Question:**

Can an RFP respondent bid as a direct OEM and name dealers to support this contract?

*Apr 4, 2022 6:13 PM*

**Answered by Susan Lightfoot:**

A contract would be needed for each individual dealer, so the dealers need to respond, not the OEM.  
*Apr 5, 2022 10:58 AM*