



**Santa Fe**  
INDEPENDENT SCHOOL DISTRICT  
*Prepare, Achieve, Succeed*

RFCQ #21-22001

**Print Shop Copiers & Services**  
to be used by multiple campuses and departments.

**Issued by:**

Bryan Holliday

SFISD Purchasing Department

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**Submittal Deadline:**

Mail Two Copies & One Electronic Copy  
of Packets to SFISD By  
Monday November 8, 2021 2:00 p.m.



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## **PART 1.0 – NOTICE OF INTENTION**

The Purchasing Department of the Santa Fe Independent School District (“SFISD” or the “School District”) is conducting this procurement to establish a contract. The Initial Term of the prospective contract is a period of three years. The School District may elect, with mutual agreement of the awarded vendor, to extend any contract awarded pursuant to this procurement solicitation for up to one additional one-year terms (individually, a “Renewal Term”). The maximum duration of any contract resulting from this procurement is a total of four years, running from the date of execution of the contract by the authorized representative of the School District. No contract shall be executed until it has been reviewed and approved by the Board of Trustees of the School District (“Board”) in a duly called and posted meeting of the Board. This contract can be accessed on an “as needed” basis from a list of contracts that have been competitively bid and awarded with qualified, high performance vendors based on the selection criteria set forth herein. Vendors are requested to submit a response offering their total line of available products and services that are commonly purchased by school districts and other public, not-for-profit agencies and organizations.

Product(s) considered for award shall equal or exceed the technical, environmental and performance standards and specifications as defined within this RFCQ and further described in the scope and specification section.

The good(s) or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (IDIQ).

## PART 2.0 – Request for Cooperative Quote Requirements

Please read carefully this entire RFCQ document and specifications. Complete all forms and submit your bid with all appropriate attachments.

### 2.1 Request for Cooperative Quote (RFCQ) Documents

SFISD Purchasing Department documents are made available via the SFISD website to anyone who wishes to submit a response. However, it is the responsibility of the vendor submitting a response to make certain that the SFISD has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

The SFISD Purchasing Department website is located at

<https://www.sfid.org/Page/3364>

### 2.2 Tentative Timetable

SFISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Initial Release	October 17, 2021
2	Pre-Proposal Meeting at the Cowan Education Center	Thursday, October 7, 2021 & October 8, 2021 at 9:00 a.m.
3	Deadline for submission of responses ( <i>See Part 3 – Instruction to Vendors – for detailed submission requirements</i> )	Monday, November 8, 2021 at 2:00 p.m.
4	Initial Contract Period	December 14, 2021 – December 14, 2024
5	Contract Period 1 (Option)	December 14, 2021 – December 14, 2024

The table above is only an estimate and may vary.

### 2.3 Procurement Method

SFISD is utilizing the Request for Cooperative Quote (RFCQ) method of procurement in accordance with Texas Education Code Section 44.031 Purchasing Contracts, Request for Cooperative Quote for services other than construction services.

For information regarding the RFCQ process, contact Bryan Holliday of the Purchasing Department at (409) 925-9026 .

### 2.4 Requirements for Return of RFCQ Responses

Respondents must submit RFCQs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information.

SFISD does not accept responses after the due date and time.

### 2.5 Pre-Proposal Conference

A pre-proposal conference is scheduled for Thursday, October 7, 2021 & October 8, 2021 9:00 a.m. at 4133 Warpath Ave, Santa Fe, TX 77510, in the print shop at the Cowan Education Center. Attendance is not mandatory but all prospective vendors are highly encouraged to attend in order to have a better understanding of the requirements of this RFCQ. Persons with disabilities requiring special accommodations should contact Bryan Holliday at (409) 925-9026 at least two (2) business days prior to the conference.

### 2.6 Rights Reserved by SFISD and Restrictions on RFCQ Process

- a) SFISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Cooperative Quote.

- b) SFISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with SFISD. SFISD may make multiple awards, and this fact should be taken into consideration by each vendor.
- c) SFISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFCQ.
- d) SFISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. SFISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof. SFISD further reserves the right to waive any formalities or technicalities if deemed in the best interest of the School District. SFISD also reserves the right as sole judge of quality and equality.

## **2.7 Questions and Clarification**

- a) Questions regarding the requirements specified in this solicitation must be submitted via email to Bryan Holliday.
- b) SFISD will not answer verbal questions; any responses to a prospective vendor's questions will be posted within the SFISD; website.

## PART 3.0 – INSTRUCTIONS TO VENDORS

This portion of the RFCQ includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

### 3.1 Compliance with Specifications

Vendors are required to respond to all requests identified in this RFCQ and indicate their acceptance or objection to the terms of the RFCQ and the terms of the Agreement. Any exceptions to the terms and conditions in the RFCQ or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFCQ and the Agreement.

### 3.2 Required Response Format

Vendors shall submit responses by mail at the following address P. O. Box 370 Santa Fe Tx 77510. Responses should be direct, concise, complete, and unambiguous. The Vendor is responsible for ensuring that SFISD has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information. Vendor shall provide two (2) paper copies and one (1) in electronic format.

Please ensure that you respond to all documents and attachments in this Request for Cooperative Quote.

### 3.3 General Corporate and Contact Information

Vendor agrees to provide SFISD with the following financial information if requested by SFISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the SFISD Administration's recommendation to the SFISD Board of Trustees for the award of the contract.

### 3.4 Response Submission Location

Proposals shall be received no later than the submittal day and time deadline. No provisions or exceptions are made for late submission due to actions or consequences of the Vendor or third-party. Any responses received after the submittal deadline date and time will be disqualified.

### 3.5 Submission of Responses

SFISD will only accept bids and proposals delivered to the district. Faxed proposals will not be accepted. Deviations from any terms, conditions and/or specifications shall be conspicuously noted in writing by the Vendor and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the submission deadline is permitted. Copyrighted proposals are unacceptable and may be disqualified.

### 3.6 Addendum

Any interpretations, corrections, additions, or changes to this RFCQ will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. All vendors shall comply with the requirements specified in any addendum issued by SFISD.

### 3.7 Disqualification

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

### 3.8 Environmental Initiatives

SFISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

### **3.9 Interpretation**

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

### **3.10 No Return of Responses; Withdrawal of Responses**

Once submitted, SFISD will not return responses to vendors. A response that has been submitted to SFISD may be withdrawn prior to the deadline for submission of responses.

### **3.11 Non-Collusion Statement**

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against SFISD or any person interested in the proposed contract, and that all statements in said response are true.

### **3.12 Open Records Policy**

SFISD is a governmental body subject to the Texas Public Information Act. Responses submitted to SFISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. SFISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

### **3.13 Preferences**

SFISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by SFISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

### **3.14 Responsible Vendor**

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

### **3.15 Responsive Submittals**

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

### **3.16 Similar Products**

Whenever an article or material is defined by SFISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency (as applicable).

### **3.17 SFISD is tax-exempt**

SFISD is tax-exempt. Response prices should not include taxes.

### **3.18 Sole Source**

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.031 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a



sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

*It is incumbent upon the School District to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with SFISD as a Sole Source Vendor, SFISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.*

Please mail this information to:

Santa Fe Independent School District  
Attn: Purchasing Office  
P.O. Box 370  
Santa Fe, Texas 77510

SFISD reserves the right to decide if your company is a qualified Sole Source Vendor.

### **3.19 Conflict of Interest (CIQ Form – must be filled out and attached to response)**

SFISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with SFISD or who seeks to do business with SFISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- (a) If the vendor has an employment or other business relationship with a local government officer of SFISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing 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 government entity and vendor had been executed; or
  - (ii) the local government entity is considering entering into a contract with the vendor;
- (b) If the vendor has given a local government officer of SFISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that:
  - (i) A contract between the local government entity and vendor had been executed; or
  - (ii) The local government entity is considering entering into a contract with the vendor.

### **3.22 EDGAR Conflict of Interest Requirements**

In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of SFISD may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, through SFISD's written procedures,

SFISD has set a de minimis amount of less than \$50 per year for items that are unsolicited and of minimal value and promotional items.

Violations of this standard by an employee will be reported to the Superintendent's Office and addressed through SFISD's personnel policies. Violations of this standard by an officer or the Superintendent shall be addressed to the Board President and addressed through SFISD Board policies.

## PART 4.0 – SCOPE & SPECIFICATIONS

### 4.1 Request for Cooperative Quote Defined

The intention of this Request for Cooperative Quote (RFCQ) is to solicit responses for Print Shop Copiers & Services

SFISD is utilizing the Request for Cooperative Quote (RFCQ) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Cooperative Quote.

For information regarding the RFCQ process, contact Bryan Holliday of the Purchasing Department at (409) 925-9026 .

Interested vendors should respond to this RFCQ and submit responses to SFISD.

### 4.2 Scope of Services

SFISD is looking to obtain responses from vendors that can provide Print Shop Copiers & Services

### 4.3 Specifications

It is the intention of SFISD to establish one or more contract(s) with highly qualified Vendor(s) for Print Shop Copiers & Services Vendor(s) shall, at the request of SFISD, provide these products and/or covered services under the terms of this RFCQ and the Contract set forth in Section 6.0 Contract Terms and Conditions.

### 4.4 Estimated Annual Expenditures

Based on previous expenditures over the past twelve months for Print Shop Copiers & Services , SFISD estimates our spending to be approximately \$41,000. PLEASE NOTE THERE IS NO GUARANTEED ANNUAL VOLUMES. The District makes no guarantees as to quantities and may purchase more or less than those stated in this proposal.

### 4.5 Scope & Specifications

The Santa Fe Independent School District (SFISD) is accepting sealed proposals for Print Shop Service Printers (black and white output Printer & Color Printer). It is the intent of SFISD to secure the best value from the vendor whose response conforms to the requirements, specifications, terms, and conditions of this proposal. **All vendors are to quote on a single cost per copy basis only** (price submitted shall include all of the requirements of the proposal request along with any additional cost the vendor requires for this service that is not specifically addressed in this request). The only cost SFISD shall pay under this contract is the price per copy. Copier services resulting from this proposal will support the instructional programs of SFISD at various campus locations in addition to administrative functions at campus administrative office, and possibly some District support facilities. It is the intent of SFISD to replace machines (See Attachment A for locations) currently under contract that will be expiring at the end of December 2021 and, as necessary, to possibly use this contract to add additional copiers as required for growth, new schools and/or replacement copiers.

### 4.6 Current Base

This contract will be for the district Print Shop Printers ( B & W, and Color) (See Attachment B) currently and soon to be in use throughout SFISD in which the current contracts will be expiring at the end of December 13, 2021. The current units are Canon VarioPrint 110, and Canon C700.

### 4.7 Copier Volume

The guaranteed annual copy volume for this contract is 500,000 copies per year. SFISD will not accept proposals that contain monthly minimum cost or monthly base charges. The only cost SFISD shall pay under this contract is the price per copy. Therefore, any additional cost that is not specifically addressed in this request must be included in the vendor's price per copy cost.

### 4.8 Contract Term

This is a firm fixed price, estimated quantity copy service contract for 36 months with an option to renew annually for (1) additional one-year contract. Copiers are in essence being purchased on a monthly rental agreement. Units that may be requested at a later time will also be guaranteed the same and will not be expected to co-terminate with the initial placement. At the present time it is unknown if any additional units will be ordered off this contract award. This contract will allow co-terminus add-ons at the guaranteed RFP price for term of contract. The same quarterly billing cycle will apply to add-ons.

#### **4.9 3<sup>rd</sup> Party Lease and Private Label Leasing Prohibited**

SFISD will not sign a private labeled lease that is backed by or sold to a 3<sup>rd</sup> party leasing company. All proposals must be financed internally by the vendor. SFISD will not sign a separate contract for the copiers, the purchase order and this proposal response will serve as the entire contract between the Vendor and SFISD.

#### **4.10 New Equipment**

All equipment submitted in this request for proposal must be **new**, never used equipment. For the initial installation, no remanufactured, re-built, rental or demo equipment will be accepted. All copiers must be of current manufacture, no discontinued equipment. Nothing in the foregoing requirement shall be construed as prohibiting or discriminating against the use of recycled materials, provided the components that incorporate the recycled materials are not used, refurbished, or reconditioned.

If SFISD chooses to use this proposal to obtain additional equipment at a later date, SFISD will require the successful vendor to continue to provide new equipment up to year three of the contract to meet the needs for new schools and additional copiers in other locations. Beyond year 3, SFISD will allow vendor to install refurbished units for the remainder of the contract period. The refurbished units shall contain lower copy counts than existing installed machines and include the same warranty. If during the term of the contract a copier is discontinued or receives a manufacture upgrade, the vendor will be required to provide the new model at no extra charge to SFISD, at the same cost submitted in your proposal response.

#### **4.11 F.O.B. Point**

Delivery and installation of the equipment shall be Free on Board to the final destination at a single location within SFISD which will be specified on the purchase order(s) placed against this contract.

#### **4.12 Removal**

Removal of copiers provided shall be within five (5) days after the written notice to the Vendor to remove the equipment by the date listed the equipment is to be removed. If equipment is not removed within the time frame specified, SFISD may charge the vendor storage fees on a daily basis for each day the equipment has not been picked up. SFISD will not be required to pay any additional cost for removal of equipment; this must be figured into your price per copy submitted in the proposal response. SFISD will not take title of the copier units and will not incur any property tax.

#### **4.13 Installation**

Vendor shall be responsible for unloading, unpacking, installation and set-up of all copiers in the room and location specified by the applicable Department or Administrative contact person. Contractor shall remove all cartons and packing materials from the final destination at no cost to SFISD. The only cost SFISD will be required to pay under this contract is the price per copy. There will be no additional cost for installation, removal or relocation of equipment during the term and/or at the expiration of this contract. Contractor shall provide all technical assistance which may be required during the installation and initial use of the equipment. If vendor needs assistance from the SFISD technology department pertaining to networking the equipment, vendor must contact SFISD network services 24 hours in advance to schedule configuration for the network. Our networking department can be reached by emailing James Tonnies at [James.Tonnies@sfisd.org](mailto:James.Tonnies@sfisd.org) The vendor shall be responsible for contacting the delivery locations to coordinate the delivery and installation date, and must notify the user at least 24 hours in advance with a reminder of the delivery and installation date.

#### **4.14 Level of Copy Quality**

Copiers furnished hereunder shall provide copies of acceptable quality on the various types of paper normally used for copying purposes in a school environment. In order to be acceptable, copiers must create top quality copies with consistency and reliability. The consistency and reliability must be maintained throughout all features and functions of the equipment.

#### **4.15 Copier Downtime**

The successful vendor must maintain a quarterly average uptime of 95% on all equipment provided under this contract during Normal Business Hours (excluding scheduled preventative maintenance). “Operational” means substantial compliance with the manufacturer’s specifications and/or performance standards. “Normal Business Hours” means 7:00 AM to 4:00 PM CST of any work day listed on the official District calendar. Downtime will begin when a service call is placed and will end when the equipment is operational again. If at any time the Vendor fails to maintain a copier at a quality state of operation, the Vendor shall replace it with another new unit, which meets or exceeds contract requirements at no cost to SFISD. Vendor shall also replace any copier if downtime equals or exceeds 24 working hours in any 30-day period. Such replacement shall also be with a unit that meets or exceeds contract requirements and shall be replaced at no cost to SFISD. The successful vendor must maintain the response time listed on their proposal response pertaining to service calls for any copier provided under this contract. (As an example: If school starts up after a break and there are 14 copiers that have service calls placed on the same day, the vendor is required to show up within the time frame indicated on your proposal response under response time. If the vendor indicated a four hour response time, then SFISD is expecting each of the 14 copiers that were called in on the same day to each receive the four hour response time.)

#### **4.16 Additional Service Requirements**

Vendor shall provide monthly usage reports along with service calls and down time, and this information must be submitted to the Director of Finance every month after installation of equipment. The vendor shall obtain the meter readings at no additional charge to SFISD regardless of whether a copier is networked or not. SFISD will not pay any additional cost for meter readings. Vendor must provide SFISD with written certification that the hard drives will be erased at the point of copier return and all information is considered confidential and will be permanently deleted and that you guarantee that no copier will be redistributed or accessible by any other entity before data is removed. You must also certify that all data stored on copiers is confidential and copiers will be secured until all data is removed. (If reformatting the hard drive, it would need to be a bit level re-format of the hard drive. Usually this is called something like a “full or complete reformat” and not a “quick reformat”. The end result is “no data or residual information is capable of being read from the hard drive”.

#### **4.17 Supplies and Service/Maintenance**

All toner, developer, fuser oil, lubricants, staples or any other required consumables, **except paper**, shall be provided by the Vendor at no additional cost to SFISD. Vendor shall deliver all required supplies as required to each individual school or department at no additional cost to SFISD. (SFISD will not provide storage space for the supplies other than the minimum storage area located by each copier.) All supplies and service cost shall be included in the contract price and there shall be no additional cost for service. The vendor shall provide information to each of the locations pertaining to ordering supplies and placing service calls. The only cost SFISD will pay under this contract is in the contract price. Therefore, any additional cost that is not specifically addressed in this request must be included in the vendor’s contract price cost.

#### **4.18 Testing of District Furnished Supplies**

Vendor may be asked by SFISD to periodically test sample copy paper to assure their successful use in the equipment. If asked, SFISD will furnish a minimum of 5 cases of paper for testing. Results of these tests will be reported to the Director of Finance.

#### **4.19 Billing and Payment**

The only cost SFISD will pay under this contract is the yearly contract price. Therefore, any additional cost that is not specifically addressed in this request must be included in the vendor’s yearly contract price. Vendor shall be paid on a quarterly basis for the contract price. SFISD should be notified immediately when we exceed our annual 500,000 guaranteed copies. Overages beyond the guaranteed number of copies will be paid

annually. All invoices must include the PO number, school name, location address, equipment serial number, along with the beginning and ending meter readings and reflect the total number of copies made for the month for each copier. SFISD will not accept estimated meter readings.

- SFISD requires one contact person only for our accounts payable department to handle any billing problems. (If there are multiple people in your organization that deal with billing problems the contact person assigned to SFISD will need to deal with the other people in your organization that handles these types of problems.)
- Invoices need to be able to repeat the same invoice number if for some reason there is a change order made to the invoice. No new invoice number for the same items and service dates.
- SFISD requires credit memo be issued against the invoice when an invoice is sent in error.
- Statements should be provided to Accounts Payable quarterly.
- Vendor must respond to all billing problems and concerns in a timely manner.

#### **4.20 Meter Readings**

Vendor shall provide monthly usage reports. Proposers must explain how they will manage and obtain monthly meter readings, i.e., via personal visit, telephone call, post card, online submittal, etc. for both networked and non-networked equipment. The vendor shall obtain the meter readings at no additional charge to SFISD regardless of whether a copier is networked or not. SFISD will not pay any additional cost for meter readings. Any forms used for this purpose should be included with the proposal response for District review and approval.

#### **4.21 Additional Requirements for Additional Copier Services- Omitted/ N/A**

#### **4.22 Installation Schedule**

It is the intent of SFISD to have the copiers required installed and working by the contract start date of December 15, 2021, or as soon thereafter. (Contract date starts December 15, 2021). The Purchasing Department and the successful Vendor will develop actual delivery and installation schedules as per the requirements listed in this proposal request. The vendor is responsible for contacting each of the delivery locations to coordinate the delivery and installation date and must notify the user at least 24 hours in advance with a reminder of the delivery and installation date.

#### **4.23 Demonstration of Equipment**

SFISD may require the vendor to demonstrate the copier machine being proposed.

#### **4.24 Equipment Evaluation**

SFISD may use independent consumer guides to gain knowledge of all equipment submitted as part of this proposal.

#### **4.25 Title of Equipment**

This is a “Contracted Service” provided to SFISD. Under **no** condition should or will title to the equipment pass to or be transferred to SFISD at any time during the term of the contract or upon its completion.

#### **4.26 Electrical Requirements and Location Space**

Equipment shall be suitable for use with 220v electrical service. Additional 110v electric service for finisher is allowable. SFISD currently has at least one 220v and one 110v plug at each copier location. It is required that all machines come equipped with an external industrial grade power line filter with surge suppressor to protect the equipment and their components; this is in addition to any internal surge protector. Vendor shall include such devices, at the vendor’s expense, when delivered and installed. The successful vendor will be required to contact each campus to set up an appointment to visit the installation site for the equipment at least six weeks prior to the install date to examine the type of receptacle currently at the location where the

equipment will be installed in order to let the user know if they will need to have a work order issued to install a different type of receptacle to work with the copier. They will also be responsible for examining the location where the equipment will be installed to ensure the size of their equipment will fit in that location in order to let the user know if the space is not large enough for where they want the equipment installed. Vendors must provide SFISD with a detail specification of the electrical requirements and plug type for review.

**4.27 General Use Conditions**

The copiers will be installed in SFISD’S Print Shop area for District and Administrative use.

**4.28 Training**

The successful vendor shall provide in-service and training to staff at the delivery site. A qualified trainer or someone who is familiar with the equipment and all of its functions must do this training. The vendor shall schedule all training with the campus administration. The vendor shall provide sufficient initial training to adequately instruct personnel in the use of equipment. The vendor shall provide information to each of the locations pertaining to ordering supplies, placing service calls, and how and when meter readings are to be submitted. The installation and training need not necessarily occur at the time of equipment delivery provided the actual installation and training date(s) are coordinated and mutually agreed to by the user department/campus and successful vendor. The vendor is responsible for coordinating with the users the training dates.

**4.29 Contracting Parties:**

The successful Vendor must be either the manufacturer of the equipment or an authorized dealer with a letter of support for the duration of the contract signed by the manufacturer. Such letter of support shall be addressed to SFISD and include the manufacturers intention to fully support SFISD in the event any problems arise from dealing with the authorized dealer.

**4.30 Equipment Specifications/Requirements for High Volume Copiers/Production Equipment Category for use at a single location within SFISD. All equipment proposed must meet or exceed the following specifications:**

High Speed B/W Digital Press	High Speed Color Digital Press
<ul style="list-style-type: none"> <li>• a minimum monthly copy volume of 42,000 copies (B/W, &amp; Color Combined)</li> <li>• Minimum Copy Speed: 110 PPM B/W</li> <li>• Auto Document Feeder</li> <li>• Four Paper Cassettes</li> <li>• 8,600 Sheet Capacity</li> <li>• Staple Finisher</li> <li>• Punch Unit, 2-3 Hole Punch</li> <li>• Print Resolution of 1200 x 1200 dpi</li> <li>• Network Printing</li> <li>• PRISMAsync Controller</li> <li>• Universal B/W, Color Scanning to file/email</li> <li>• Line Filter</li> <li>• Post Sheet Inserter</li> <li>• Booklet Maker</li> <li>• Square Fold Binding</li> <li>• Make Ready Software Option</li> <li>• Saddle-Stitch Stapler</li> </ul>	<ul style="list-style-type: none"> <li>• A minimum monthly copy volume of 42,000 copies (B/W, &amp; Color Combined)</li> <li>• Minimum Copy Speed: 75 PPM Color</li> <li>• Auto Document Feeder</li> <li>• Three 550 Sheet Paper Cassettes</li> <li>• Multi Drawer Paper Deck (6,000 Sheet Capacity)</li> <li>• 7,650 Sheet Total Capacity</li> <li>• Booklet Finisher (Stapler/Sorter)</li> <li>• Punch Unit, 2-3 Hole Punch</li> <li>• Print Resolution of 2400 x 2400 dpi</li> <li>• Network Printing</li> <li>• PRISMAsync Controller</li> <li>• Professional Punch</li> <li>• Square Fold Binding</li> <li>• Saddle-Stitch Stapler</li> <li>• Make Ready Software Option</li> <li>• Universal B/W, Color Scanning to file/email</li> </ul>

	<ul style="list-style-type: none"><li>• Line Filter</li></ul>
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**4.31 Automatic Document Feed**

Batch feeder for the purpose of this proposal means the capability of taking a stack of originals of either letter or legal size and duplexing them as required to produce the required sets of copies. (Basically it shall be a non-stop feeder that will duplex without operator intervention, other than feeding in the originals). Users should be able to feed into the feeder a limitless media supply.

The network printing device MUST HAVE a minimum version of Microsoft Windows 2012 R2 (64 bit) Enterprise compliant drivers; the driver should NOT require additional software to be installed on the server other than the Print Driver files. Printer Language: Santa Fe ISD Networking Department will only go with PCL. PCL 6 would be their recommendation. The print driver needs to be compliant with 64 bit and 32 bit clients.



## PART 5.0 – EVALUATION AND AWARD OF RESPONSES

In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the responsible vendor(s) whose response(s) is/are determined, after evaluation by the SFISD Procurement Department, to be the best value to SFISD. To qualify for evaluation, a response must have been submitted on time and must materially satisfy all mandatory requirements identified in this document.

### 5.1 Evaluation Criteria

A committee selected by SFISD will review and evaluate all responses and make a recommendation to the SFISD Board of Trustees. SFISD will base a recommendation for contract award on the following factors, in accordance with Texas Education Code § 44.031:

<b>Evaluation Factors</b>	<b>Weighted Value</b>
1. Price (Cost Per Copy)	Points 35
2. Reputation of Vendor and of Vendor’s goods and/or services	Points 10
3. Quality of Vendor’s goods and/or services	Points 10
4. Extent to which the goods and/or services meet SFISD’s needs	Points 10
5. Vendor’s past relationship with SFISD	Points 20
6. Impact on the ability of SFISD to comply with laws and rules relating to HUBs	Points 5
7. Total long-term cost to SFISD to acquire Vendor’s goods and/or services	Points 10
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor’s ultimate parent company or majority owner:	
(A) has its principal place of business in this state; or	
(B) employs at least 500 persons in this state <sup>1</sup>	Points 0
	Total Points 100

### 5.2 Awards

Awards will be made to the successful vendor(s) for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. SFISD reserves the right to award contracts to multiple vendors if these vendors offer items that are unique and have value to SFISD. SFISD shall comply with the Texas Public Information Act in the event SFISD receives an open records request for information relating to responses submitted in response to this RFCQ.

### 5.3 Competitive Range

It may be necessary for SFISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

### 5.4 Estimated Quantities

SFISD makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. SFISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

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<sup>1</sup> As a general rule, SFISD may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319. However, SFISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. §§ 210 (National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

### **5.5 Inspection & Acceptance**

Awarded vendor(s) shall deliver the goods or services procured on this contract to the SFISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time period, the awarded vendor must receive authorization from the issuing SFISD Department for the delayed delivery. If defective or incorrect goods are delivered, SFISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to SFISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

### **5.6 Minority & Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) participation**

SFISD encourages the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these entities must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Vendors shall indicate on their submitted responses whether or not they are a HUB, MWBE, or SBE vendor and with whom they are certified, e.g., State, City, Federal.

### **5.7 Formation of Contract**

A response to this solicitation is an offer to contract with SFISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by SFISD after approval by the SFISD Board of Trustees.

### **5.8 Non-Exclusive Contract**

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of SFISD. SFISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in SFISD's sole discretion.

### **5.9 Pricing**

SFISD requires that the pricing submitted in responses be offered as a quantity one price. SFISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

## PART 6.0 – GENERAL TERMS AND CONDITIONS

The words “bids,” “Request for Cooperative Quote,” “quotes,” “RFCQs,” “solicitation,” “procurement,” and their derivatives may be used interchangeably in these terms and conditions. These terms and conditions apply to all bids, Request for Cooperative Quote, quotes, and other procurement solicitations to which they are attached. The term “Vendor” means each awarded vendor chosen by SFISD.

These General Terms and Conditions are part of the final contract in each commodity and/or service contract and are part of the terms and conditions of each purchase order or other bid/response forms issued in connection with this solicitation.

Vendors are responsible for identifying any exceptions to these terms and conditions. **ANY EXCEPTIONS MUST BE CLEARLY NOTED IN THE SUPPLIER RESPONSE.** Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by SFISD and eliminated from further consideration by SFISD.

This Agreement is entered into between Santa Fe Independent School District (“SFISD”) and Vendor, having submitted a response to a procurement solicitation issued by SFISD and whose response has been accepted and awarded by SFISD. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SFISD and Vendor, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

### 6.1 Agreement Terms; Amendment

The terms of this Agreement shall govern all procurements conducted hereunder. No pre-published terms on the Vendor’s order acknowledgments, invoices, or other forms shall have any force or effect. Further, no amendment of this Agreement shall be permitted unless first approved in writing by SFISD, and no such amendments shall have any effect unless and until a written amendment to this Agreement is executed by SFISD’s Superintendent or its Assistant Superintendent for Business Services (or their designees) after any necessary approvals have been obtained from the SFISD Board of Trustees.

### 6.2 Assignment of Agreement

Vendor may not assign this Agreement or any of its rights, duties, or obligations hereunder without the prior written approval of SFISD. Any attempted assignment of this Agreement by Vendor shall be null and void. Any purchase or work order made as a result of this Agreement may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of SFISD. Vendor is required to notify SFISD when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

### 6.3 Buy America Act

SFISD has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

### 6.4 Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

### 6.5 Catalog Discounts

In the event of a catalog discount type solicitation, Vendor may be allowed to make additions and/or deletions from Vendor’s offerings on an annual basis during the Agreement renewal period, in SFISD’s sole discretion, provided the item(s) substituted are of a like quality and category. These changes will be compliant with the format of Vendor’s original response (i.e. manufacturer name, product category, or entire catalog discount). SFISD will send notification to Vendor(s) seeking any additions and/or deletions, and Vendor will return these proposed changes on company letterhead within the given timeframe. If SFISD, in its sole discretion, accepts Vendor’s proposed changes, such changes will remain in effect for the entire year until the next renewal period.

### 6.6 Compliance with Laws

Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean

Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 (“EDGAR”), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to SFISD. Vendor understands that Vendor is ineligible to receive a contract award with SFISD if Vendor is listed on the government wide exclusions in the System for Award Management (Debarment and Suspension Orders Executive Orders 12549 and 12689) or is 30 days or more delinquent in paying child support (Tex. Fam. Code § 14.52). For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. Vendor must comply with all state and local building code requirements unless otherwise specifically provided in the SFISD’s Purchase Order, and Vendor must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by SFISD, Vendor shall furnish SFISD with satisfactory proof of Vendor’s compliance with this provision.

#### **6.7 Confidentiality**

Vendor and SFISD agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor and SFISD understand that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable. Vendor also acknowledges that SFISD is subject to the Texas Public Information Act, and Vendor waives any claim against and releases from liability SFISD, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by Vendor and determined by SFISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

#### **6.8 Contract Term**

The initial term of the Agreement is for a period of four (3) years, with SFISD having the option to renew the Agreement for one (1) additional year. Consequently, the total term of the Agreement may be for a period of five (4) years. The phrase “Term” in this Agreement shall mean the then-current Term of the Agreement, whether the initial term or a renewal term.

#### **6.9 Criminal History Review (SB 9 Contractor Certification: Contractor Employees Form; SB 9 Contractor Certification: Subcontractor Form – must be filled out and returned, if applicable)**

Prior to commencing any work under the Agreement, if Vendor contracts with SFISD to provide services, Vendor must certify, on the form provided herein, that for each covered employee of Vendor who will have direct contact with students, Vendor has obtained, as required by Texas Education Code Section 22.0834: (a) state criminal history record information from a law enforcement or criminal justice agency or a private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.) for each covered employee of Vendor employed before January 1, 2008; and (b) national criminal history record information for each employee of Vendor employed on or after January 1, 2008. Vendor must also obtain similar certifications of compliance with Texas Education Code Chapter 22’s requirements from any subcontractors on the form provided herein. Covered employees with disqualifying criminal history are prohibited from serving at SFISD; Vendor and any subcontracting entity may not permit a covered employee to provide services at a school if the employee has been convicted of a felony or misdemeanor offense that would prevent a person from being employed under Tex. Educ. Code § 22.085(a) (i.e., Title 5 felony or an offense requiring registration as a sex offender and victim was under 18 years of age or was enrolled in a public school at the time the offense occurred). The criminal history record information review obligation applies if Vendor contracts with SFISD to provide services; it does not apply to a contract for the purchase of goods or real estate.

#### **6.10 Customer Reference List**

Vendor agrees to submit a customer reference list upon request by SFISD.

#### **6.11 Customer support**

Vendor shall provide timely and accurate technical advice and sales support to SFISD and SFISD staff. Vendor shall respond to requests for customer support within one (1) business day after receipt of the request. Vendor shall provide training to SFISD staff regarding products and/or services supplied by Vendor, at no additional charge, if requested by SFISD.

### **6.12 Entire Agreement**

This Agreement, the procurement solicitation issued by SFISD, and Vendor's response submitted in response to SFISD's procurement solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between the procurement solicitation issued by SFISD and Vendor's response submitted in response to SFISD's procurement solicitation, SFISD's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Agreement.

### **6.13 Equal Opportunity**

It is the policy of SFISD not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Agreement.

### **6.14 Force Majeure**

Neither SFISD or Vendor shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other party in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Agreement has not been terminated. Delay or failure of performance, by either party to this Agreement, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the Vendor's performance of its obligations under this Agreement is delayed or stopped by a force majeure event, SFISD shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of SFISD's contractual, legal, or equitable rights.

### **6.15 Governing Law and Venue**

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Agreement. Any dispute under this Agreement may be brought in the state and federal courts located in Galveston, Galveston County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

### **6.16 SFISD Property**

In the event of loss, damage, or destruction of any property owned by or loaned by SFISD that is caused by Vendor or Vendor's representative, agent, employee, or contractor, Vendor shall indemnify SFISD and pay to SFISD the full value of or the full cost of repair or replacement of such property, whichever is greater, within thirty (30) days of Vendor's receipt of written notice of SFISD's determination of the amount due. If Vendor fails to make timely payment, SFISD may obtain such money from Vendor by any means permitted by law, including, without limitation, offset or counterclaim against any money otherwise due to Vendor by SFISD.

**6.17 Indemnification**

**VENDOR SHALL INDEMNIFY AND HOLD SFISD HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CLAIMED INFRINGEMENT OF ANY PATENTS, TRADEMARKS, COPYRIGHT OR OTHER CORRESPONDING RIGHT(S) WHICH IS RELATED TO ANY ITEM VENDOR IS REQUIRED TO DELIVER.** Vendor's obligations under this clause shall survive acceptance and payment by SFISD.

**6.18 Insurance (if applicable)**

Successful Vendor, as a part of his/her proposal, shall provide proof of insurance showing, as a minimum, the coverage listed below. The Contractor shall not commence any portion of the work under this contract until he/she has obtained the insurance required herein and copies of certificates have been approved by the District and filed in the Purchasing Department. Approval of the insurance shall not relieve or decrease the liability of the successful vendor. The insurance certificate(s) shall become a part of the contract documents.

- Comprehensive General Liability: \$500,000 each person
- Bodily Injury Liability: \$1,000,000 each occurrence
- Property Damage Liability: \$100,000 each occurrence

Workmen's Compensation: \* AS STATUTORY PROVISIONS REQUIRE

\* If vendors does not provide Workman's Compensation, a letter explaining alternate benefits should be included with the proposal.

Automobile Liability Insurance:

- Comprehensive Automobile Liability: \$500,000 each person
- Bodily Injury Liability: \$1,000,000 each occurrence
- Property Damage Liability: \$100,000 each occurrence

Umbrella Liability:

- Minimum Limits: \$1,000,000 each occurrence
- Bodily Injury Liability: \$1,000,000 aggregate
- Excess: \$1,000,000

Coverage shall include:

- a. Waiver of subrogation endorsement in favor of the District and its Agents.
- b. Thirty (30) day written notice of cancellation or material change endorsement in favor of the District and its Agents.
- c. The District shall be named as additional insured on the successful vendor's policy(ies).

**6.19 Interpretation**

Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

**6.20 Invoices; Payments**

Invoices shall be directed to SFISD's Accounts Payable Department. All invoices shall be itemized to include the type of good(s) and/or service(s) rendered. Vendor shall submit invoices within a timely manner during SFISD's fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Vendor within forty-five (45) days after the later of the following: (1) the date SFISD receives the goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date SFISD receives an invoice for the goods or service. Vendor agrees to pay any

subcontractors, if any, the appropriate share of the payment received from SFISD not later than the tenth (10th) day after the date Vendor receives the payment from SFISD. The exceptions to payments made by SFISD and/or Vendor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

#### **6.21 IRS W-9**

In order to receive payment under this Agreement, Vendor shall have a current I.R.S. W-9 Form on file with SFISD.

#### **6.22 Multiple Contract Awards; Non-Exclusivity**

SFISD reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the sole discretion of SFISD. Nothing in this Agreement may be construed to imply that Vendor has the exclusive right to provide products and/or services to SFISD. During the Term of this Agreement, SFISD reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

#### **6.23 New Products**

New products that meet the specifications detailed in the solicitation may be added to this Agreement, with prior written approval from SFISD. Pricing of any new products shall be equivalent to the percentage discount or proposed prices for other similar products. Vendor may replace or add products to an existing contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar or to a greater degree; and the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. SFISD may reject any proposed additions, without cause, in its sole discretion.

#### **6.24 No Substitution**

Any order issued pursuant to this Agreement shall conform to the specifications and descriptions identified in this Agreement and in the solicitation. Unless otherwise agreed to in advance by SFISD, Vendor will not deliver substitutes without prior authorization from SFISD.

#### **6.25 No Agency or Endorsements**

SFISD and Vendor are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other party. This Agreement shall not be construed or deemed an endorsement of a specific company or product. It is the intention of the parties that Vendor is independent of SFISD and is not an employee, agent, joint venturer, or partner of SFISD, and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between SFISD and Vendor or SFISD and any of Vendor's agents. Vendor agrees that SFISD has no responsibility for any conduct of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

#### **6.26 Non-Appropriation Clause**

Renewal of this Agreement, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on SFISD by this Agreement, SFISD shall have the right to terminate this Agreement without default or liability to Vendor resulting from such termination, effective as of the expiration of each budget period of SFISD if it is determined by SFISD, in SFISD's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of SFISD's current revenue only.

#### **6.27 Notice**

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be given by hand-delivery or by certified or registered mail, return receipt requested. Notice shall be sufficient if made or addressed to the address listed in the signature line of this Agreement. Notice shall be deemed effective upon receipt. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified or registered mail, return receipt requested.

#### **6.28 Penalties**

If Vendor is unable to provide the goods or services at the prices quoted in Vendor's response or if Vendor fails to fulfill or abide by the terms and conditions of the Agreement, SFISD may take the following action(s), in SFISD's sole discretion, and Vendor agrees to comply with SFISD's action(s):

1. insist that Vendor honor the quoted price(s) specified in Vendor's response;
2. have Vendor pay the difference between Vendor's price and the price of the next acceptable response (as determined by SFISD);
3. have Vendor pay the difference between Vendor's price and the actual purchase price of the good or service on

the open market; and/or

4. recommend to SFISD's Board of Trustees that Vendor no longer be given the opportunity to submit a response to SFISD and/or that this Agreement be terminated.

#### **6.29 Performance**

Vendor agrees to use best efforts to provide the good(s) and/or service(s) subject to this Agreement.

#### **6.30 Performance and Payment Bonds**

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. SFISD will include the performance and payment bonds requirement in the specifications section of any solicitation if performance bonds and/or payment bonds are required.

#### **6.31 Prevailing Wage Rates**

Vendor and all subcontractors of Vendor shall comply with all laws regarding wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this Agreement and to this solicitation by SFISD.

#### **6.32 Prices**

All prices in Vendor's response shall be firm for the Term of the Agreement. All price changes shall be presented to SFISD for acceptance or rejection by SFISD, in its sole discretion, using the same format as was accepted in Vendor's original response; all price changes for goods and/or services provided under this Agreement must be approved, in writing, by SFISD prior to taking effect. The following documentation shall be provided to support a request for a price change: justification for change/increase; terms and conditions; market conditions; manufacturers/distributors' impact (if any).

#### **6.33 Quantities**

Because all commodities will be provided on an "as needed" basis, SFISD makes no representation either orally or in writing to the amount of commodities, services, or related items SFISD will use during the Term of the Agreement.

#### **6.34 Records Retention**

Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to SFISD under this Agreement. These records and accounts shall be retained by Vendor and made available for audit by SFISD for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by SFISD of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed.

When federal funds are expended by SFISD pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **6.35 Right to Audit**

SFISD, upon written notice, shall have the right to audit all of Vendor's records and accounts relating to this Agreement. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to SFISD in connection with Vendor's work for SFISD and shall be open to inspection and subject to audit and/or reproduction by SFISD or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor's compliance with this Agreement and the requirements of the solicitation,
- (b) compliance with SFISD procurement policies and procedures,
- (c) compliance with provisions for computing billings to SFISD, and/or
- (d) any other matters related to this Agreement.

#### **6.36 Safety**

Vendor, its subcontractors, and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Agreement, including, without limitation, those promulgated by SFISD and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern. Vendor shall



comply with all other safety guidelines and standards as required by SFISD. Vendor shall indemnify and hold SFISD harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

### **6.37 Severability**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

### **6.38 Shipments**

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless otherwise previously agreed to, in writing, by SFISD. If a product cannot be shipped within that timeframe, Vendor shall notify SFISD of the reasons why the product has not shipped and shall provide an estimated shipping date, if applicable. SFISD may cancel the order if the estimated shipping time is not acceptable to SFISD, in its sole discretion.

### **6.39 Subcontractors**

If Vendor uses subcontractors in the performance of any part of this Agreement, Vendor shall be fully responsible to SFISD for all acts and omissions of the subcontractors just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between SFISD and any such subcontractor, nor shall it create any obligation on the part of SFISD to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

### **6.40 Taxes**

SFISD is tax-exempt, and SFISD shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this Agreement, including, without limitation, any federal, state, or local income, sales or excise taxes of Vendor or its employees. SFISD shall not be liable for any taxes resulting from this Agreement. SFISD is a political subdivision of the State (Tax Identification Number 74-6000028).

### **6.41 Tax Responsibilities of Vendor and Indemnification for Taxes**

Vendor and all subcontractor(s) of Vendor shall pay all federal, state, and local taxes applicable to their operation and any persons employed by Vendor and all subcontractors of Vendor. Vendor shall require all subcontractors to hold SFISD harmless from any responsibility for taxes, damages, and interest. If applicable, contributions required under federal, state, and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security, and Worker's Compensation, shall be the sole responsibility of Vendor.

### **6.42 Termination of Contract**

This Agreement shall remain in effect until (1) the Agreement expires by its terms or (2) the Agreement is terminated by mutual agreement of SFISD and Vendor. In the event of a breach or default of the Agreement and/or the procurement solicitation by Vendor, SFISD reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of SFISD. SFISD further reserves the right to terminate the Agreement immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in this Agreement, the procurement solicitation, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Agreement and/or the procurement solicitation. SFISD also reserves the right to terminate the Agreement immediately, with written notice to Vendor, if SFISD believes, in its sole discretion that it is in the best interest of SFISD to do so. Vendor agrees that SFISD shall not be liable for damages in the event that SFISD declares Vendor to be in default or breach of this Agreement and/or the procurement solicitation. Vendor further agrees that upon termination of the Agreement for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

### **6.43 Title and Risk of Loss**

Whenever SFISD is purchasing (and not leasing) an item under this Agreement, title and risk of loss shall pass upon the later of SFISD's acceptance of the item or payment of the applicable invoice.

All deliveries under this Agreement shall be delivered: **Freight Prepaid, F.O.B. Destination (Inside Delivery)**, Santa Fe Independent School District, Santa Fe, TX unless otherwise specified herein and shall be included in all

pricing in Vendor's response unless otherwise clearly stated in writing in Vendor's response.

#### **6.44 Waiver**

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

#### **6.45 Warranty**

All goods and/or services provided by Vendor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of SFISD's acceptance of the product and/or service or payment of the applicable invoice. Vendor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by SFISD. In addition, Vendor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Vendor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

#### **6.46 Workforce**

Vendor shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. Vendor, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on SFISD's property, nor may such workers be intoxicated or under the influence of alcohol or drugs on SFISD's property.

## PART 7.0 – PRICING / DELIVERY INFORMATION

### 7.1 Pricing

Vendors must provide pricing in the SFISD bid including any additional pricing examples and pricing discount schedules that need to be submitted to provide SFISD with a comprehensive catalog. **Catalog/price lists must be included in the Vendor's proposal.**

### 7.2 Discounts provided on price lists and catalogs – Detail the average discount provided by the Vendor on stated prices.

### 7.3 Freight, Delivery, Inspection & Acceptance

All deliveries shall be **F.O.B. Destination and Inside Delivery**. Deliveries shall be made during SFISD Regular Hours.

After a contract has been awarded, Vendor(s) shall deliver the products or services procured on this Contract to SFISD issuing a Purchase Order. The conforming product(s) shall be delivered within **ten (10) business days** of Vendor's receipt of a Purchase Order. If delivery is not or cannot be made within this time period, Vendor must receive authorization from SFISD for the delayed delivery.

## **PART 8.0 – ATTACHMENTS**

8.1 Please complete the Attachment Packet attached to the proposal.