



**REQUEST FOR PROPOSAL**  
**RFP-22-010 JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE**  
**COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES**

Jubilee Academic Center Inc., a Texas non-profit corporation and open-enrollment public charter Jubilee Academic Center Inc., organized and existing under the laws of the State of Texas, (“Jubilee Academic Center Inc.” and/or the “Jubilee Academic Center Inc.”), hereafter referred to as “District”, is soliciting sealed proposals from interested and qualified proposers to provide **DISTRICT-WIDE COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES**, as more fully set out in the scope of work of this Request for Proposals (“RFP”). A **signed original** and two electronic copies of the proposal must be submitted in accordance with the instructions set out herein to:

Jubilee Academic Center  
**RFP-22-010: JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES**  
 Attn: Chad P. Doucet, Director of Procurement  
 4434 Roland Road  
 San Antonio, TX 78222

The original proposal must be labeled “ORIGINAL” and MUST contain original signatures.

**Proposals will be received at the above address until June 7<sup>th</sup>, 2022, at 10:00 AM, CST.** A more detailed timeline is set out below. Proposals will remain sealed until the due date and time to avoid disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period, if applicable. Only the proposal number and the identity of the P r o p o s e r (s) submitting the proposal will be made available to the public before award of the RFP.

RFP 22-010 TIMELINE	
Release RFP	<b>May 9<sup>th</sup>, 2022</b>
Questions Due	<b>May 24<sup>th</sup>, 2022, at 10:00 A.M CST</b>
Responses Posted	<b>May 27<sup>th</sup>, 2022, by 5:00 P.M CST</b>
RFP Due	<b>June 7<sup>th</sup>, 2022, at 10:00 A.M CST</b>
Evaluation Period	<b>June 7<sup>th</sup> - June 24<sup>th</sup>, 2022</b>
Board of Trustee Selection	<b>June 25<sup>th</sup>, 2022</b>
Contract Start Date	<b>July 1<sup>st</sup>, 2022</b>

**Proposals received after the Proposal due date and time will not be considered. Faxed proposals will not be accepted.** Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. JUBILEE ACADEMIC CENTER will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals and pricing must remain valid for one hundred twenty (120) days from the proposal due date pending acceptance by JUBILEE ACADEMIC CENTER's Board of Trustees.

The term of this award will be three (3) years from date of award by the Board of Trustees, with the option to extend two (2) additional one (1) year terms with the same terms and conditions if agreeable to both the Jubilee Academic Center Inc. and vendor(s). **Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Jubilee Academic Center Inc., or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.**

The Jubilee Academic Center Inc. will award this RFP to a single respondent based on which respondent provides the **best value to the Jubilee Academic Center Inc.** upon the evaluation of all proposals received. As is more fully explained in this RFP, an award, if made, will be made to the responsible and responsive proposer who provides the best solution to the described need, taking into consideration multiple evaluation factors as determined by the Jubilee Academic Center and defined herein. More details regarding evaluation of proposals are included in the Scope of Work and Specific Conditions section of this RFP.

Discussions/negotiations may be conducted with proposers who are deemed to be within the final competitive range; however, JUBILEE ACADEMIC CENTER INC. reserves the right to award a contract without discussions/negotiations. Negotiations may be conducted only with those initial proposals determined to be responsive, competitive, and have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, proposers will be required to submit a best and final proposal. The best and final proposal may be required as early as 24 hours after completion of negotiations/discussions.

The Vendor shall not contact any other Jubilee Academic Center Inc. employee, School Board member or Jubilee Academic Center Inc. consultant during this proposal solicitation, evaluation, and award process without prior approval of the Director of Purchasing. Failure to comply with the above statement will result in disqualification.

Thank you for your interest in doing business with Jubilee Academic Center Inc.

Chad P. Doucet  
Director of Purchasing

**Jubilee Academic Center, Inc. DBA Jubilee Academic Center  
Inc.**

**REQUEST FOR PROPOSALS  
22-010: JUBILEE ACADEMIC CENTER INC.  
DISTRICT-WIDE  
COPIER/MULTIFUNCTIONAL DEVICE  
(MFD) FLEET LEASE SERVICES**

**LEGAL NOTICE**

Notice is hereby given that Jubilee Academic Center, Inc. doing business as Jubilee Academic Center Inc. ("Jubilee Academic Center Inc."), an open-enrollment charter holder and Jubilee Academic Center Inc., hereafter referred to as "District, intends to accept proposals to provide JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES. No offer of intent to enter into a contract with any party for JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES should be construed from this legal notice. The Jubilee Academic Center Inc. will enter into a contract for services only if, in the sole opinion of the Jubilee Academic Center Inc., it is in the Jubilee Academic Center Inc.'s best interest to do so.

All costs involved in submitting proposals to the Jubilee Academic Center Inc. or alternatives to any JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES shall be borne in full by the interested party and should be included in a total price. The due date for all proposals is: **June 7<sup>th</sup>, 2022, at 10:00 AM, CST.**

The term of this award will be three (3) years from date of award by the Board of Trustees, with the option to extend two (2) additional one (1) year terms with the same terms and conditions if agreeable to both the Jubilee Academic Center Inc. and vendor(s). **Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Jubilee Academic Center Inc., or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.**

A copy of this Request for Proposal can be obtained by visiting the following web address:

<https://www.jubileeademies.org/purchasing>

**PROPOSALS RECEIVED LATER THAN THE DATE AND TIME DESIGNATED ABOVE WILL NOT BE  
CONSIDERED.**

The Jubilee Academic Center Inc. reserves the right to accept any proposal or a part of any proposal that it deems most favorable to the interest of the Jubilee Academic Center Inc. The Jubilee Academic Center Inc. further reserves the right to reject any or all proposals or any portion of any proposal submitted for any reason or no reason and/or that the Jubilee Academic Center Inc. determines not to be in the best interest of the Jubilee Academic Center Inc.

## **INSTRUCTIONS TO VENDORS**

1. At any time prior to the specified time and date set for proposal opening as set forth above, a vendor (or a designated representative) may withdraw a submitted proposal by submitting a request in writing.
2. The company representative must sign the Request for Proposal Signature Page and return it in the proposal package.
3. All responsive proposals shall include the forms provided in this proposal invitation package. It is permissible to copy these forms if required.
4. **Proposals are to arrive no later than 10:00 AM CST on June 7<sup>th</sup>, 2022.**
5. Late proposals will not be considered under any circumstances. All late proposals shall be returned to the appropriate company unopened.
6. No proposal shall be altered, amended, or withdrawn after the specified time for opening proposals.
7. Periods of time, stated as number of days, are calendar days.
8. It is the responsibility of all vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response.
9. Awards, if any, shall be made with reasonable promptness to the vendor(s) whose proposal(s) in accordance with the Criteria Evaluation Worksheet best conforms to the invitation and will be the most advantageous to the Jubilee Academic Center Inc. The award(s) may be made on the basis of factors other than the lowest price proposal.
10. Notwithstanding any other provision of this Request for Proposal (including all attached documents), the Jubilee Academic Center Inc. expressly reserves the right to:
  - a. Waive any insignificant defect or informality in any proposal procedure.
  - b. Reject any or all proposals.
  - c. Reissue a **Request for Proposal**.
11. A proposal, in response to a **Request for Proposal**, is an offer to contract with Jubilee Academic Center Inc. based upon the terms, conditions, and specifications of this proposal.
12. Each vendor shall guarantee to the Jubilee Academic Center Inc. that the proposal submitted, and the price offered by the vendor shall remain firm for a period not less than 120 days from the deadline for proposals to be submitted.
13. BY SUBMITTING A PROPOSAL, THE PROPOSER / OFFEROR / VENDOR AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST **JUBILEE ACADEMIC CENTER, INC. DBA JUBILEE ACADEMIES**, ITS DIRECTORS, EMPLOYEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY BID; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, BID PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY BID OR ANY PART OF ANY BID; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

## **Section 1- PROPOSAL RESPONSE REQUIREMENTS**

Vendors are required to provide information in their proposals in the format outlined below. You may also provide any additional sales and engineering documentation you deem relevant to the service being provided:

1. CORPORATE EXPERIENCE AND REFERENCE RESPONSE
2. EQUIPMENT RESPONSE
3. TECHNICAL REQUIREMENTS RESPONSES
4. SUPPORT AND SERVICE SPECIFICATIONS RESPONSE
5. WORK PLAN AND IMPLEMENTATION RESPONSE
6. VALUE-ADDED SERVICES
7. PRICING RESPONSE
8. PROPOSAL SUBMITTAL FORM

### **CORPORATE EXPERIENCE AND REFERENCE RESPONSES**

Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process. Provide a brief corporate history and overview, inclusive of:

- (a) The Vendor's headquarters address;
- (b) The Vendor's office address nearest to San Antonio, TX;
- (c) The number of Vendor- employed factory-certified technicians located within a 50-mile radius of San Antonio for Copier/MFDs; and
- (d) The Copier/MFD machine in field (MIF) population of Copier/MFDs within a 50-mile radius of San Antonio.

Provide a manufacturer support letter stating that in the unlikely event your servicing company is unable to provide service; the manufacturer will arrange for or provide all necessary parts and service support at the same prices quoted in the Vendor's proposal. The manufacturer will also guarantee in its letter that all products installed under a resulting Contract pursuant to this RFP will be fully compatible with future versions of the most popular network operating systems.

Indicate whether the Vendor is factory-authorized to provide service, or whether a specific named authorized subcontractor will be used to provide service for the Copier/MFDs being proposed. All Copier/MFDs to be installed and serviced under this Contract are located within the Jubilee Academic Center Inc. Boundaries.

Identify key personnel. If key personnel cannot be named at the time of proposal submittal, the Vendor must specify the reason and present a plan to include key personnel. Discuss the specific role and responsibility of each key team member in providing the requested services to include both prime and sub-contractor(s).

Provide three (3) education market references, preferably other school districts or charter schools in Texas of comparable size to Jubilee Academic Center Inc. Please include only references within the current calendar year and previous two (2) calendar years. The Jubilee Academic Center Inc. may contact these references at any time during the evaluation process.

Information provided for each job shall include:

District name,

Dates of Contract,

Name of your company's project manager or other representative,

Reference contact person, direct-line phone number and email address,

Dollar value of Contract,

Number of Copier/MFDs installed under service contract with this client,

Number of full-time technicians used with this customer.

The Vendor shall state whether this is a private label leasing arrangement with a leasing company or an internal source of funds. If a private label leasing arrangement is proposed, the leasing company supporting that arrangement must be stated herein.

Provide a listing of any county, state or federal tax liens or other liens filed against the company and/or its property.

Provide the number of years providing the specific Copier/MFD brand(s) and related services being proposed to the Jubilee Academic Center Inc.

Describe any financial considerations and flexibility of the Vendor. Include audited financial statements from the previous five (5) years (Income Statement, Balance Sheet & Statement of Cash Flows).

List your company's official registered name, parent company name, if applicable, address, phone and fax number, website, and headquarters location (if different than company address).

Provide information regarding all legal matters which your company, subsidiaries and/or parent company have been a party to, in any way, since 2010. Legal matters include, but is not limited to:

- matters before a federal, state or city court,
- matters before a federal, state or city agency,
- written complaints and written claims made by any person.

List names, titles, phone and email contact information of key contacts for this Copier/Multifunctional Device(MFD) Fleet Lease Services RFP and the operation and servicing of our account if a contract is awarded to your company for said services.

## **EQUIPMENT, TECHNICAL REQUIREMENTS RESPONSES**

State any and all product deviations to the specifications or scope of services set forth in this RFP. If no deviations to the Copier/MFD specifications are noted herein, it shall be presumed that no product deviations exist. Deviations will be taken into consideration by the Jubilee Academic Center Inc. and evaluated accordingly in the context of the entire proposal versus the competitive proposals submitted by other Vendors.

Include data sheets including specifications on all models being proposed.

Certify that all Copier/MFDs being proposed are fully compatible with the Jubilee Academic Center Inc.'s existing network environment as required. In addition, all embedded network security elements included on all Copier/MFDs shall be listed and described.

Provide the brand name and version level of the copy/print tracking and billing solution that enables compliance with the automatic collection of meter reading and departmental code data of all print/copy jobs produced on all Copier/MFDs.

Confirm whether the data provided by this software solution can be provided in a file format for upload into the Jubilee Academic Center Inc.'s ERP system (ASCENDER), and, if so, whether the programming of the file for upload into the Jubilee Academic Center Inc.'s ERP system is included in your company's proposed costs.

Describe mobile printing capabilities. Explain the step-by-step process that would be used to make mobile printing available to customers with laptops and mobile devices and describe the steps involved in printing from such devices.

State the Mobile Printing Solution brand name and version level included in the Vendor's Pricing Schedule.

Also describe how Jubilee Academic Center Inc. users with mobile devices will be authenticated and how non-Jubilee Academic Center Inc. faculty, staff and students will be prevented from accessing the Devices.

Describe the specific environmental sustainability programs that your firm will be implementing under a potential Contract. Examples of specific programs the Jubilee Academic Center Inc. is interested in including, but are not limited to:

toner recycling programs, defaulting all Copier/MFDs and drivers to duplex mode, inclusion of recycled (or recyclable) materials into all proposed Devices, biodegradable toners and materials.

Provide the NEMA plug configuration type of each Copier/MFD proposed.

Indicate whether user identification codes can be set up globally for all devices and/or on individual devices from a remote location.

State whether printing/scanning to/from a USB thumb/flash drive is included on any of the models being proposed. If included on specific models, please indicate whether the USB portal can be disabled.

State whether two-sided one-pass scanning (i.e., "simultaneous" or "perfect" scanning) capability is included on any of the models being proposed.

Describe whether the Copier/MFDs being proposed will be equipped with the ability to create text-searchable PDF files, thus providing greater access to documents archived in shared files and folders.

For each Copier/MFD proposed, indicate whether multiple pages can be scanned and either emailed or stored without having to go back-and-forth between the device and the PC workstation after scanning each page.

State whether proposed scanning solution for each Copier/MFD includes OCR software with advanced desktop layout analysis for editing, archiving, and sharing.

State whether the scanning system for each proposed Copier/MFD is configured to support common network user authorization, authentication schemes and common directory protocols.

Are the processes the same as those required by the users' network login e.g., user name and password?

Does each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user's email addresses?

Indicate whether each proposed device can be configured with a one-touch soft button for emailing documents directly to the Jubilee Academic Center Inc.'s Print Shop (if applicable).

Provide a brief description of how prints and copies will be separated on the finisher, exit trays, or both, of each Copier/MFD being proposed.

Provide details regarding the ADA compliance of devices being proposed in response to this RFP.

## **SUPPORT AND SERVICE RESPONSE**

Section 3 of this RFP provides the Jubilee Academic Center Inc.'s terms and conditions applicable to this RFP and any future agreement executed between the Jubilee Academic Center Inc. and the Vendor. In this Section (Form E) state any proposed deviations from the Jubilee Academic Center Inc.'s Contract terms and conditions as set forth and/or any additional terms that the Vendor will require as part of any future agreement to include any third-party operating lease agreements.

Provide detailed description of the Maintenance and Repair plan, to include:

Information and documentation of factory-trained technicians,

Technicians assigned to the Jubilee Academic Center Inc.,

Service Calls Procedure,

Plan for responding to on-site maintenance and repair calls,

Service Response Time.

If the manufacturer of the proposed devices does not require a factory-trained technician to provide resolution for most break/fix service calls, indicate whether customer support representatives will be substituted for the factory-trained technicians.

Describe the way the Jubilee Academic Center Inc. will be informed of preventative maintenance (PM) work that will be and has been performed on the various Copier/MFDs installed.

List the PM schedule (in terms of copy/print count intervals, time period intervals, or both), including both mini-PM and full-PM schedules if applicable, for all Copier/MFDs being proposed.

Indicate the approximate number of hours required to perform mini-PMs and full PMs.

The Vendor shall indicate the City and State of its nearest parts and supplies warehouse that would support the Copier/MFD fleet at the Jubilee Academic Center Inc.

For each Copier/MFD being proposed, the Vendor shall clearly list which components or parts will be considered user-replaceable and provide onsite training for these components.

Provide examples and exhibits of the monthly billing and proactive service reporting that will be made available to the Jubilee Academic Center Inc.

Provide documentation (in the form of a notarized Joint Venture agreement) of any intent to use another company or companies or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. The Jubilee Academic Center Inc. reserves the right to approve or reject any subcontracting agent or to reject proposals as non-responsive based on the use of subcontracted work.

Indicate whether your company will provide a no-charge loaner fax machine for use per the Performance Requirements of the RFP. Describe if loaners are "New," "Newly Manufactured," "Rebuilt," "Used," "Reconditioned," or "Remanufactured" models.

### **ASSESSMENT/WORK PLAN/IMPLEMENTATION PLAN**

The Vendor shall provide a detailed, step-by-step work plan with anticipated dates for completion of installation of the fleet. The Jubilee Academic Center Inc. anticipates initial base fleet of Copier/MFD deliveries and installations shall commence on or about July 1st, 2022, or shortly thereafter.

It is mandatory for the awarded Vendor to perform detailed assessments of each Jubilee Academic Center Inc. site prior to any installations. Documented proof of each assessment conducted consisting of weekly reports of each site assessed, names of Jubilee Academic Center Inc. staff visited, preliminary recommendations and names of Vendor representatives visiting each location will be required. The Jubilee Academic Center Inc. retains the right to independently accept, reject or modify any assessment/installation/support plan provided by the Vendor. Include the following information:

- (a) The proposed number of the Vendor's staff that will be assigned per team to conduct assessments;
- (b) The number of teams performing site assessments; and
- (c) Proposed dates for each anticipated project phase.

Describe the vendor's ability to work around campus activities without disruption of classroom activities.

Describe time of day, hours the vendor proposes for installation.

The installation plan shall also include necessary space and electrical requirements (NEMA plug types).

List the anticipated number of additional Vendor personnel required for Copier/MFD installation and training at the beginning of a resulting Contract.

Indicate whether the initial key-operator training will be performed by dedicated company trainers or by sales representatives.

Describe how the coordinating, scheduling of installation, service and training with Jubilee Academic Center Inc. campuses/personnel will be handled.

Describe in detail how the Vendor will provide installation, training and troubleshooting support to the Jubilee Academic Center Inc.'s end-user support department.

Describe how the Vendor will work together with the Jubilee Academic Center Inc.'s Technology department and campus personnel during the initial installation and implementation process, especially should individual printing problems occur on individual campuses.

Provide the name and resume of the Account Executive who will be the primary contact during the implementation project phase. Where is this person located?



## PRICING RESPONSE

The Vendor shall complete and submit all pricing and cost in their entirety. At minimum, vendor will complete the Price Schedule pages contained within this RFP. Additional Pricing information requested below may be provided on separate pages. Cost/Price proposals shall be evaluated on total cost/price as represented by the proposed prices set forth in Pricing Schedules Incomplete or blank Pricing Schedules will not be considered.

Certify that all costs listed on the various Pricing Schedules shall be firm for the entirety of the term of the resulting Contract.

Jubilee Academic Center Inc. is a tax free entity and any applicable taxes from which the Jubilee Academic Center Inc. is not exempt must be included in the quoted unit price. No additional non-copier performance enhancing charges or fees, or tax charges shall be allowed other than those listed on the pricing sheet. In other words, if the additional proposed fees or charge is not directly related to the performance or functionality of the copier unit, it will not be allowed. Vendor may propose additional features on an ala carte basis for the Jubilee Academic Center Inc. to consider purchasing at Jubilee Academic Center Inc.'s discretion if it is in the Jubilee Academic Center Inc.'s best interest to do so.

**Alternate Proposals will not be accepted by the Jubilee Academic Center Inc. unless the Vendor has submitted a Primary Proposal.** Alternate Proposals must indicate all pertinent details of the recommended plan, including, but not limited to, the number and types of Copier/MFDs to be utilized and any efficiency gains that the Vendor believes can be generated from the proposed method. When submitting Alternate Proposals, Vendors are required to complete another Pricing Schedule clearly marked "Alternate Proposal" at the top of the page.

The Vendor will affirm that no additional costs, other than those identified on the various Pricing Schedules, or elsewhere clearly identified in its proposal, will be incurred by the Jubilee Academic Center Inc. to meet the various specification and other technical requirements of this RFP.

On Pricing Schedule, among other elements, the vendor shall provide a breakdown of the total cost basis factors, along with the associated per-impression rates, that comprise the total Copier/MFD-related costs to the Jubilee Academic Center Inc. The total cost basis and per-impression elements shall encompass the total Contract costs associated with providing Copier/MFD hardware, preventive/emergency service and supplies.

The Vendor shall indicate the respective service and supply per-impression costs to be charged to the Jubilee Academic Center Inc. for all monochrome and color impressions produced on the proposed color-enabled Copier/MFDs.

The name and address of any third-party leasing partner, if applicable, shall be clearly stated.

State whether moving Copier/MFDs within the same facility will be at no charge. Also state the charge, if any, for moving such Copier/MFDs from one Jubilee Academic Center Inc. facility to another. Any equipment moving charges shall not apply during the initial installation of devices or the annual load-balancing of Copier/MFDs as required.

List the hourly rates and trip charges (as applicable) for providing technical service before 8:00 a.m. and after 5 p.m. each business day and during weekend hours.

Provide the additional monthly operating lease cost to be incurred during each month of the resulting Contract term when adding unplanned Monochrome and Color Copier/MFDs.

## VALUE-ADDED SERVICES

The Vendor shall describe in full and explain any value-added elements that are included in Pricing submitted in the Monthly price submitted in the Pricing Schedules and that are not part of the RFP's requirements. Examples of such might include software or other specific product capabilities that exceed the specifications stated herein. **Do not list and describe items in this Section that are already required by the terms of the RFP or that are being offered at an additional cost. This Section is not intended to be an opportunity for Vendors to summarize the proposal's benefits or to list other services that may be available at extra cost.**

## Scope of Work

The Jubilee Academic Center Inc. is seeking a single qualified Vendor to provide a comprehensive Copier/Multifunctional Device (hereinafter "MFD") Fleet Lease Services Program to include hardware, accessories, related software, supplies and technical support as defined in this Request for Proposal ("RFP"). The RFP sets forth the requirements for Copier/MFD-related hardware, software and related services and solicits a proposal from you, including pricing and other details, in our specified format.

The primary objectives of the Copier/MFD Fleet Lease Services program, as reflected by the requirements of this RFP, are the following:

- Award one supplier to provide Copier/MFD-related equipment and services;
- To reduce the district's hardware-, service- and supply-related expenses related to Copier/MFDs;
- To maintain or exceed current service levels being provided to the district's internal customers;
- To connect all Copier/MFDs to the district's network;
- To establish a synchronized Copier/MFD technology refreshment plan so that all locations can benefit from the latest document imaging technological advancements; and
- To right-size the Copier/MFDs in each current location.

The District's current Copier/Multifunctional Device (MFD) fleet is 40 units. The district's current fleet manufacturer is Xerox. Models are identified below:

Xerox B8055, B8075, B8090  
Xerox D95  
Xerox B405DN  
Xerox XC702

An equipment phase-in installation plan will likely be necessary. Approximately 40 Copier/MFDs will be replaced at the inception of or during the impending Contract term.

Quantities of copiers of different speed listed below are anticipated and reasonably close to our needs, however, the District reserves the right to change quantities by switching units before the initial order is placed to meet our needs at the time. (e.g., If we have listed a 90 copy per minute unit for a location and we decide to change to a 70 copy per minute unit before the original order is placed pursuant to the award from this RFP, the district reserves that right and will pay the rate for the actual machine requested). The District reserves the right to increase the number ordered at the outset of the contract period. (Example: We have stated our estimated total number of copiers is 40 units, but we may order 50 units or more under the proposed firm awarded price.)

### **New Equipment**

All equipment submitted in this request for proposal must be new, never used equipment. No re-manufactured, rebuilt, rental or demo equipment will be accepted. All copiers must be of current manufacture, no discontinued equipment. The District will require the successful vendor to continue to provide new equipment during the term of this contract to meet the needs for additional copiers in other locations. 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 the District, at this same cost per copy quoted.

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

Delivery and installation of the equipment hereunder shall be Free on Board to the final destination at various locations within Jubilee Academic Center Inc. to be specified in purchase orders placed against this contract.

### **Installation**

Contractor shall be responsible for unloading, unpacking, installation and setup of all copiers in the room and location specified by the applicable Department Head. Contractor shall remove all cartons and packing materials

from the final destination at no cost to the District. There will be no additional cost for installation, removal or relocation of equipment during the term of this contract. Contractor shall provide all technical assistance which may be required during the installation and initial use of the equipment.

### **Removal**

Removal of copiers provided shall be within 5 days after written notice to the contractor to remove the equipment. The vendor will be responsible for de-installing each Copier/MFD installed under resulting Contract, and returning it with prepaid freight and insurance, at no charge to the district within thirty (30) days following the expiration of the Contract term. Jubilee Academic Center Inc. shall not own the units at the end of term. Awarded vendor must remove all units at end of contract term at no cost to the district, unless the district wishes to extend based on End of Term extension as mentioned above.

### **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 K-12 learning environment. In order to be acceptable, copiers must create top quality copies with consistency and reliability. This consistency and reliability must be maintained throughout all features and functions of the equipment.

### **Copier Uptime**

Each individual Copier/MFD installed and/or serviced under the resulting Contract shall attain at least a 98% monthly uptime performance. At the district's discretion, any individual Copier/MFD not meeting the 98% uptime requirement for two (2) consecutive months shall be replaced with a Copier/MFD of the same, equivalent substitute, or upgraded model. The successful vendor must maintain a quarterly average uptime of 98% 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 8AM to 5PM 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 contractor fails to maintain a copier at a quality state of operation, the contractor shall replace it with another new unit, which meets or exceeds contract requirements at no cost to the District. No re-manufactured, re-built, rental or demo equipment will be accepted. Contractor 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 the District. The successful vendor must maintain a quarterly average response time to service calls of 2 to 4 hours for any copier provided under this contract.

### **Maintenance Agreement**

Unlimited volume maintenance agreement on black and white and units is required including all supplies except paper. This means that copier volume is not billed per copy. Black copies must be unlimited per unit. The district will allow moving/exchanging of installed like units periodically for purposes of balancing volume on high use units. Example: Copier X and Y are identical. Copier X is running a high volume and copier Y is not. The vendor may, at its own expense and with notice to the district in writing, swap locations of unit's X and Y so as to balance the volume on the fleet and minimize service issues. Individual units may not be swapped more frequently than once in any 6-month period. **The District shall not be required to provide readings or any information regarding units. Vendor is responsible for monitoring installed units.**

### **Service Calls**

Service calls from District offices will all be routed directly through the vendor's dispatch center via a toll-free service hotline staffed by live operators (no recordings except after hours), or via email. **The vendor's technicians are not, under any circumstances, to give out cell phone or pager numbers to District personnel, as all service calls are to be logged and tracked via the vendor's service dispatch system for reporting purposes.**

### **Service Response Time for Copier/MFDs**

Service response time shall be within four (4) hours for Copier/MFDs under the resulting Contract. "Service response time" shall be defined as the number of working hours it takes the vendor's technician to arrive on site and begin actual work on the given machine from the time that the service call or email is placed by an authorized representative of the district. For example, a service call or email placed at 4 p.m. on a Wednesday afternoon would need to be physically responded to by 11 a.m. on Thursday morning.

Throughout the term of the impending Contract, the vendor shall provide sufficient factory-trained service technicians during all normal District working hours to achieve the service call response time and MFD uptime provisions set forth in this RFP. The technicians assigned to the District will at all times during the Contract term maintain manufacturer's training certifications on all models installed in the fleet. The vendor's technical support personnel must be available to be dispatched to the District's locations between the normal working hours of 8:00 a.m. and 5:00p.m., Monday through Friday, except on scheduled District closings. The district's school year calendar is available on the district's website.

The vendor's factory-trained service technicians will at all times be responsible for effective and prompt reliable customer service, as determined solely by the District. Employees of vendor shall strictly adhere to District regulations while on the premises of any District facility, including but not limited to, regulations governing access to buildings, personal conduct, criminal background checks, and possession of prescribed substances or articles. Vendor's employees supporting the District will maintain a dress code, that will include collared shirts/golf-shirts as instructed by the District or vendor's normal uniform with company logo.

Specific service-related duties of the technicians supporting the District shall include, but not be limited to, the following:

- Responding to service calls on the District campus during all normal District business hours Monday through Friday;

- Break/fix repairing of all Copier/MFDs;

- Receiving all Device notifications (out of paper, out of toner, malfunction detected) on a workstation and/or an Offeror-supplied mobile device and resolving all such notifications within four (4) business hours;

- Proactively performing preventive maintenance (PM) service on all installed devices according to the PM schedule specified by the manufacturer;

- As authorized by the District's Information Technology Department, installing print drivers and troubleshooting print- and scan-related issues; and

- Interfacing with the District's Information Technology Department regarding all technical issues encountered on an as-needed basis.

The vendor shall provide at minimum one (1) professional services staff member to manage all software installations and otherwise support the networking of all Copier/MFDs and one (1) dedicated training staff member to fully train all District staff, faculty, and students as applicable on a scheduled rotational basis. The professional services and training staff members required during the initial three months of the Contract term. Professional staff and trainer(s) shall be physically present on the District campus performing their respective duties during all normal business hours.

### **Preventative Maintenance**

It shall be the responsibility of the vendor to perform preventive maintenance (PM) service for each Copier/MFD installed under the resulting Contract according to the PM schedule specified by the Copier/MFD manufacturer. PM Service must be scheduled beforehand with the designated district key operator at each facility so as to minimize disruption. Unless otherwise approved by the district in writing, district employees shall not be responsible for installing or replacing any Copier/MFD components with the exception of toner cartridges/bottles and staple cartridges.

**Supplies**

All toner, developer, fuser oil, lubricants, staples or any other required consumables, except paper, shall be provided by the contractor at no additional cost to the District. Contractor shall deliver all required supplies as required to each individual school or department. The vendor shall at all times under the resulting Contract provide each Copier/MFD location with sufficient supplies (including, but not limited to, such items as toner and staples) to last a minimum of thirty (30) days. Certain locations at various times of the year may require additional backup supplies. All supplies shall be either hand-delivered by the vendor's service personnel or shipped via pre-paid overnight freight service directly to each respective device location at no charge to the district. The vendor shall keep on hand inventory of a ready supply of high-mortality consumable parts (including, but not limited to, fuser rollers, feed rollers, corona wires and drums) and other parts as required.

**Disposal of Toner**

The vendor may propose responsibility for collecting used toner bottles/cartridges from each Copier/MFD location on a monthly basis and disposing of such bottles/cartridges in an environmentally responsible manner at no additional cost to the district.

**Network Support and Operator Training**

The successful vendor must be able to provide in-service and training to staff at each delivery site. A qualified trainer or someone who is familiar with the equipment and all of its functions must do this training. All training must be scheduled with the campus administration. Complete Copier/MFD network interface support, user and operator training shall be provided by a dedicated training specialist. Initial training must be provided on functioning Copier/MFDs at each site within 48 hours of delivery and set up, or as coordinated by the site designee. Ongoing training during the Contract term will be provided, as deemed necessary by the district, at no additional cost to the district. Initial training sessions for delivered Copier/MFDs will consist of:

A detailed explanation of the features of the system installed;

Hands-on training of the Copier/MFD's features, applications, and benefits;

Question and answer period; and

Providing summary user guides ("Quick Tip sheets"), user manuals and other appropriate materials for all Copier/MFDs installed under the resulting Contract.

**Networking Infrastructure; Network Security; Driver Updates**

All Copier/MFDs shall be fully networked and compatible with District LDAP configuration when installed, and have the ability to provision users and address books from Active Directory using LDAP.

Client operating systems which must be supported for printing on all installed Copier/MFDs include Windows 7, Windows 10 and Mac OS 10.6 or higher. Apple PCs represent approximately 1% of the existing 15,000 workstations within the various District campus buildings. Drivers must be available for each of these desktop operating systems. The page Description Language installed on every Copier/MFD must be PCL6 and Postscript Level3.

Network interface cards must communicate over 10/100/1000 Base-Tx Ethernet lines running TCP/IP protocols. IP addresses for Copier/MFPs will be static. Device Names must be fully configurable via a secure password protected web-based interface. If the devices support SNMP management, the ability to change the community strings must be present.

Optional - Mobile printing from Apple, Windows and Android phones/tablets, and Chromebooks must also be supported on all Copier/MFDs.

All Copier/MFDs must also be able to send email via SMTP protocol and be compatible with sending mail via a cloud mail service and scan directly to USB devices, network storage drive, and cloud storage services such as Microsoft OneDrive, Google Drive, and Dropbox. The district expressly reserves the right to change services during the term of this Contract and will expect all Copier/MFDs installed to be compatible with future security protocols put in place by any of the above mentioned services.

Network security features shall be included and maintained on all Copier/MFDs provided by the vendor throughout the term of the resulting Contract. The Districts' Information Technology department reserves the right to conduct a thorough evaluation of all included network security elements prior to Contract implementation and at any time during the term of the Contract. All Device services/ports not required to perform the specific requirements of Section V of this RFP must be closed prior to installation at any district facility.

The vendor shall ensure that all Copier/MFD network print drivers and device management utilities installed under the Contract are fully compatible with the district's current network operating systems as described above and shall perform updates on an ongoing basis throughout the term of the Contract as the district's network environment evolves, at no cost to the district.

Although the vendor is at all times ultimately responsible for installing and troubleshooting all Copier/MFDs on the district's network environment under the Contract, the district's Information Technology department will assist and supervise the vendor in installing the Copier/MFDs, device drivers and utilities on the network. The vendor's resources sufficient to accomplish this network installation, if required, must be provided to the district's Information Technology department.

#### **Print and Scan Drivers/Controllers**

All costs set forth in Pricing Schedules includes the cost for the vendor to provide, among other items, all necessary print/scan drivers, and controllers. As new print/scan drivers are released by the manufacturer(s) of the installed Copier/MFDs, the vendor is required to notify the district's Information Technology department via email regarding installations and/or downloads.

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

Contractor will be asked by the District to periodically test sample copy paper and transparencies to assure their successful use in the equipment. If asked, the District will furnish a minimum of 5 cases of paper and 10 boxes of transparencies for testing. Results of these tests will be reported to the Director of Purchasing.

#### **Billing and Payment**

The Vendor's monthly billing statement, which shall be issued in arrears within ten (10) days of the close of each monthly billing period, will cover all Copier/MFDs leased by the district pursuant to this contract and shall consist of: (1) Applicable monthly charges by Copier/MFD installation including all operating lease charges and monochrome/color service/supply charges as applicable for each device based on the monthly volume produced.

On each monthly consolidated invoice, a separate line item reflecting the Per-Copier/MFD one-time flat-rate charges, as applicable, will appear for each Copier/MFD. Separate line items will also show any unplanned Copier/MFDs added to the fleet as per the costs set forth in Pricing Schedule.

Vendor is responsibility for collecting meter and campus/departmental code readings district- wide; Monthly Copier/MFD Performance and providing Meter/Departmental Code Reports.

The Vendor shall provide the district with a Monthly Copier/MFD Performance and Meter/Departmental Code Report. All meter and departmental code readings provided under this Section must exactly match the number of impressions billed to the district for the given monthly period.

The Vendor shall be responsible for collecting meter and departmental code readings from all installed Copier/MFDs to fulfill vendor invoicing and monthly reporting requirements. An electronic copy/print tracking capture software utility tool must be provided to the district to meet the requirements of this Section. This electronic data capture software utility must, however, be approved by the district's technology department prior to implementation under the resulting Contract.

Meter and departmental code readings shall include the total copy/print volume as well as the per- departmental code copy/print volumes for each Copier/MFD. Manual readings by the vendor's technical personnel, if

necessary, must be performed on non-connected devices. Estimated meter readings are not permissible under the resulting Contract.

The formatting of the Monthly Copier/MFD Performance and Meter/Departmental Code Report will be accomplished according to the needs of the district; however the Monthly Copier/MFD Performance and Meter/Departmental Code Report shall indicate at minimum the following information during the period for each Copier/MFD:

Vendor Device identification number (if applicable);  
Location - Room number, site and/or department name and departmental code number;  
Total number of copies for the device by departmental code,  
number of prints for the device by departmental code,  
number of emergency service calls,  
number of preventive maintenance calls performed,  
actual response time for each required service call,  
total uptime hours; and  
The resulting Copier/MFD uptime percentage for the month.

The Monthly Copier/MFD Performance and Meter/Departmental Code Report will be sent to: [dept.ap@jubileeacademic.org](mailto:dept.ap@jubileeacademic.org) or any other designee that the district may name during the term of the Contract by the tenth day of each succeeding month following the close of each monthly period during the term of the resulting Contract. Unless a contractor offers a prompt payment discount in their original proposal response, the District terms will be Net 30 days.

### **Meter Readings**

Proposers must explain in detail how they will manage and obtain monthly meter readings, i.e., via personal visit, telephone call, post card, online submittal, etc. Any forms used for this purpose should be included with the proposal for District review and approval.

### **Contract Term**

This is a firm fixed price, estimated quantity copy service contract for 36 months with an option to renew annually for two additional one-year terms.

### **Additional Requirements**

It is anticipated that Jubilee Academic Center Inc. may have additional requirements for copiers not specifically indicated. Bid prices shall apply to any additional requirements called for. Any additional copiers awarded shall extend from date of installation through the contract period.

### **Installation Schedule**

It is the intent of the District to have equipment installed for the 2022-2023 school year. The Purchasing Department and the successful contractor will develop actual delivery and installation schedules.

### **Evaluation of Bids**

Bid evaluation will be done based on the information provided by the bidder. It is very important that the bidder provide all required information as part of their bid. Failure to provide necessary information and documentation could result in the bid being rejected.

### **Demonstration of Equipment**

The District may require the bidder to demonstrate the copier/MFD machine being bid.

### **Equipment Evaluation**

The District subscribes to and will use several different independent consumer guides to gain knowledge of all equipment submitted as part of this bid.

**Funding**

Funding for payment on this contract has been provided through “contracted services” in the District budget 2022-2023.

**Title of Equipment**

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

**Electrical Requirements**

Jubilee Academic Center Inc. currently has 110-volt electrical outlets for copier use at all locations. Electrical requirements and the type of receptacle required are a major interest to the District. Consideration will be given to any equipment bid that can plug in to the existing power supply without requiring a change out of the receptacle. Bidders must provide the District with a detail specification of the electrical requirements and plug type for review.

**General Use Conditions**

All copiers will be installed in teacher work areas for teacher use or administrative offices. They will be in a “walk-up” environment and in most cases will not have dedicated operators, therefore all copiers should be user friendly.

**Non-Appropriations of Funds**

In the event future funds are not appropriated for this service, the District reserves the right to cancel this contract without penalties of any type upon thirty (30) days written notice to the vendor. Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Jubilee Academic Center Inc., or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.

**Contracting Parties:**

The successful contractor 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 Jubilee Academic Center Inc. and include the manufacturers intention to fully support Jubilee Academic Center Inc. in the event any problems arise from dealing with the authorized dealer.

**Disadvantaged Business Enterprise Policy**

The Jubilee Academic Center Inc., its contractors, their subcontractors, and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. All vendors, suppliers, professionals, and contractors doing business, or anticipating doing business, with Jubilee Academic Center Inc. shall support, encourage, and implement affirmative steps toward the goal of establishing equal opportunity for all of the citizens.

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## Evaluation factors

The evaluations committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation.

Criteria	Description	Weighted Point Value
1	The purchase price Annual District-wide Lease Payments Additional Charges	0-35
2	The reputation of the vendor and of the vendor's goods or services: Corporate Background, Experience, and Qualifications References: Vendor must provide a minimum of 3 references with equipment and installations of greater than 50 copier units or more in the greater San Antonio area. School district or Charter School references are preferred, preferably in the greater San Antonio area.	0-20
3	The quality of the vendor's goods or services: Equipment and Technical Response Quality of Equipment offered Production Capabilities and Functionality of products proposed. Compliance with Specifications and Technical Requirements	0-15
4	The extent to which the goods or services meet the district's needs: Support and Service Response Testing Proof of Concept Results Assessment / Work Plan / Installation and Implementation Plan Exceptions and Deviations to District Terms and Conditions of Contract	1-10
5	The vendor's past relationship with the district Past relationship with Jubilee Academic Center Inc. Past relationship with other Texas School District(s)	0-10
6	The long term cost to the District to acquire the vendor's goods or services. The District will evaluate whether or not the vendor's proposal would create an unacceptable long term cost to the District due to factors proposed or not.	0-10
	Highest possible score	100

## Equipment Minimum Specifications

### **Item #1: Equipment Specifications / Requirements for Instructional Copiers**

**All equipment bid must meet or exceed the following specifications:**

Minimum rated speed: 90/70 black and white

Copy Paper Size: 8 – ½ x 11, 8 – ½ x 14

Original Size: Up to 11 x 17

Multi-copy Setting: 1 – 999

Paper Tray Capacity Minimum: 1000 sheets

Auto Document Feed See Below

Auto Duplexing: Full function 1:2, 2:2, and 2:1

Reduction /Enlargement: Yes, Open per Mfg.

Book Copy: Yes

Process: Dry Toner

Transparency: Yes

User Password, code: Yes

Pause / Interrupt: Standard

Scanning: Yes

Networking Capability: Yes

Fax Capability: Yes

Automatic Document Feed for the purpose of this bid 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 without operator intervention.

### **Item #2: Equipment Specifications / Requirements for Administrative Copiers.**

**All equipment bid must meet or exceed the following specifications:**

Minimum Copy Speed: 70 PPM Color

Copy Paper Size: 8 – ½ x 11, 8 – ½ x 14

Original Size: Up to 11 x 17

Multi-copy Setting: 1 – 999

Paper Tray Capacity: Minimum 1000 sheets

Auto Document Feed See Below

Auto Duplexing: Full function 1:2, 2:2, and 2:1

Reduction /Enlargement: Yes, Open per Mfg.

Book Copy: Yes

Process: Dry Toner

Transparency: Yes

User Password, code: Yes

Pause / Interrupt: Standard

Scanning: Yes

Networking Capability: Yes

Fax Capability: Yes

Automatic Document Feed for the purpose of this bid 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 without operator intervention.

**Optional Equipment**

In some cases, the District may require the use of the following optional equipment. Vendors are asked to quote the Total cost per copy if the feature or option will be used by the District.

Sorter – 20 Bin

Sorter – 40 Bin

Stapler

**Future Needs**

Jubilee Academic Center Inc. is also enabling new features on our Multifunction Printer (also called MFPs or copiers). The copier has the ability to scan to network folders and email address, act as a secure network printer allowing staff to print documents from their classroom to the workrooms, and monitor the number of copies/prints a user is making.

It is the intent of the District to move forward with this and other copier device related initiatives during the term of this contract, to include networking the devices for greater operational control and utilizing fax, scanning and printing functionality.

Vendors should describe in detail as part of their response what services and/or assistance that they can provide to the District to assist in moving forward with these initiatives. In addition, vendors should describe what, if any, software they offer to control and oversee copier use, and provide descriptive literature of such software if it is available.

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## Standard Terms and Conditions:

1. **BID/PROPOSAL SUBMISSION:** Bids/Proposals must be submitted utilizing this document only and must reach the Purchasing Department on or before the hour on the date specified.  
**Late submittals will not be accepted. Faxed or emailed proposals will not be accepted.**
2. **REJECTION/AWARD:** The Jubilee Academic Center Inc. reserves the right to reject any and/or all submittals, to award contracts for individual items as may appear advantageous and to waive all formalities in bidding.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
5. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with Jubilee Academic Center Inc. board members or other Jubilee Academic Center Inc. officials from the date this solicitation is released until the award of a contract by the Jubilee Academic Center Inc.'s Board of Directors.
6. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the Jubilee Academic Center Inc. and the Contractor or between the Jubilee Academic Center Inc. and the Contractor's employees. The Jubilee Academic Center Inc. shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor his employees shall be entitled to any of the benefits established for Jubilee Academic Center Inc. employees, nor be covered by the Jubilee Academic Center Inc.'s Workers' Compensation Program.
7. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless Jubilee Academic Center Inc. Inc. its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the Jubilee Academic Center Inc. is not the cause of the loss, claim, damage expense or cost.
8. **GRATUITIES:** The Jubilee Academic Center Inc. may, by written notice to the Contractor, cancel this contract without liability to the Jubilee Academic Center Inc. if it is determined by the Jubilee Academic Center Inc. that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Jubilee Academic Center Inc. with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the Jubilee Academic Center Inc. pursuant to this provision, the Jubilee Academic Center Inc. shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the Jubilee Academic Center Inc. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
10. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
11. **MODIFICATIONS:** This contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
12. **INTERPRETATION OF EVIDENCE:** This contract is intended by the parties as a final expression of their

agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

13. **APPLICABLE LAW:** This contract shall be governed by the policies of the Jubilee Academic Center Inc.'s Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The Jubilee Academic Center Inc.'s Board Policies will be made available upon request.
14. **ADVERTISING:** Contractor shall not advertise or publish, without the prior consent of the Jubilee Academic Center Inc., the fact that the Jubilee Academic Center Inc. has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
15. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Bexar County, Texas.
16. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Jubilee Academic Center Inc. and to the extent feasible shall be identified by the Contractor as such.
17. **WARRANTY-PRICE:** The price to be paid by the Jubilee Academic Center Inc. shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the Jubilee Academic Center Inc. may cancel this contract without liability to the Jubilee Academic Center Inc. for breach at Contractor's actual expense. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Jubilee Academic Center Inc. shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
18. **WARRANTY-PRODUCT:** Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Jubilee Academic Center Inc. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.
19. **WARRANTY-SAFETY:** Contractor warrants that the product sold to the Jubilee Academic Center Inc. shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the Jubilee Academic Center Inc. may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the Jubilee Academic Center Inc. will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the Jubilee Academic Center Inc. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the following for the name of a suitable substitute asbestos-free product:

Jubilee Academic Center Inc.  
Attn: Chad P. Doucet, Director of Procurement  
4434 Roland Road  
San Antonio, TX 78222

20. **WARRANTY-INFRINGEMENT:** As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The Jubilee Academic Center Inc. makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the Jubilee Academic Center Inc. be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he/she will notify the Jubilee Academic Center Inc. to this effect in writing within two weeks after the signing of this contract. If the Jubilee Academic Center Inc. does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will hold the Jubilee Academic Center Inc. harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the Jubilee Academic Center Inc. will pay the Contractor the reasonable cost of his search as to infringements).
21. **RIGHT OF INSPECTION:** The Jubilee Academic Center Inc. shall have the right to inspect the goods before accepting them.
22. **FUND AVAILABILITY:** Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Jubilee Academic Center Inc.'s Board of Directors or otherwise not made available to the Jubilee Academic Center Inc. Renewal of Contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Board of Trustees of Jubilee Academic Center Inc., or its designee, reserve the right to rescind the Contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract.
23. **RIGHT TO ADDITIONAL COMPETITION:** The Jubilee Academic Center Inc. occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of the Jubilee Academic Center Inc.
24. **TERMINATION:** The Jubilee Academic Center Inc. reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the Jubilee Academic Center Inc., for convenience.
  - A. In the event of a default or a breach of the Contract entered into pursuant to this proposal by either the Jubilee Academic Center Inc. or the Vendor, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have thirty (30) days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to terminate the Contract immediately by giving the breaching party written notice of its intention to terminate immediately.
25. **PENALTIES:** If the Vendor fails to perform and such failure to perform results in the Jubilee Academic Center Inc. losing federal funds or having to reimburse funds already received, the Vendor shall owe to the Jubilee Academic Center Inc. the amounts lost by the Jubilee Academic Center Inc. due to such failure of performance.
26. **RECORD RETENTION:** The Contract will be kept on file in accordance with the requirements of the State record retention schedules and the Jubilee Academic Center Inc.'s record retention policies and be available for review by the United States Department of Agriculture and the Texas Education Agency and other appropriate State and Federal agencies.

## Specific Terms and Conditions:

- I. Qualifications of Vendor: Each vendor must submit for consideration such records of work and further evidence as may be required by the Jubilee Academic Center Inc. regarding experience, financial standing, and assurance that they have, or promptly will provide, suitable materials, labor, and equipment to satisfactorily provide the services specified. Failure to furnish such a record of work and evidence of capacity, or the inclusion of any false or misleading statements therein, shall be sufficient cause for the rejection of the proposal or termination of the contract if after award is made. The qualification data shall be submitted by each vendor along with the sealed proposal and shall include the information and format as follows:
  - A. Vendor must be incorporated or licensed to do business in the State of Texas. Vendor must be in good standing with the State of Texas.
  - B. The vendor must be familiar with and comply with all State, county, and city health and safety requirements.
  - C. A company representative must certify by signature acceptance of the basis for the criteria and the basis for the selection of the interested company stated in the Criteria Evaluation Worksheet.
  - D. The vendor shall execute an authorization to permit the Jubilee Academic Center Inc. to obtain criminal history records on any employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who will perform duties on Jubilee Academic Center Inc. property or other location where Jubilee Academic Center Inc. students are regularly present as needed. No employee, agent, representative, volunteer, applicant for employment, or other person associated with the vendor who has been convicted of a felony or misdemeanor involving moral turpitude shall be permitted to perform services for the Jubilee Academic Center Inc. The vendor shall certify that it will ensure that this requirement is met.
- II. General Provisions.
  - A. The Contract shall be governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue shall lie in a court of competent jurisdiction located in Bexar County, Texas.
  - B. If any provision of the Contract becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions.

\*By reading and accepting this pre-qualification outline, the interested party acknowledges that Jubilee Academic Center Inc. has no obligation to contract unless in its sole opinion, it is in its own best interest to do so.

THIS SECTION INTENTIONALLY LEFT BLANK

**PRICING SCHEDULE**

1. Minimum rated speed 90PPM MFP- Per equipment specifications listed above:

1a	Copier Manufacture	
1b	Copier Model	
1c	Price per month per unit	\$
1d	Desktop scan document management software price per seat	\$
1e	Cost per copy with 20 bin sorter	\$
1f	Cost per copy with 40 bin sorter	\$
1g	Cost per copy with stapler	\$
1h	Overall total machine footprint size as specified _____ inches wide X _____ inches high X _____ deep	
1i	Power requirement as specified: _____ volts _____ amps	

Number of Certified Repair technicians: \_\_\_\_\_

Number of technicians dedicated to District: \_\_\_\_\_

Number of installation technicians for deployment: \_\_\_\_\_

Number of trainers dedicated to District Average Response Time: \_\_\_\_\_

Is the principal place of business for your company in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Does your company employ at least 500 people in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_



2. Minimum rated speed 70 PPM MFP- Per equipment specifications listed above.

1a	Copier Manufacture	
1b	Copier Model	
1c	Price per month per unit	\$
1d	Desktop scan document management software price per seat	\$
1e	Cost per copy with 20 bin sorter	\$
1f	Cost per copy with 40 bin sorter	\$
1g	Cost per copy with stapler	\$
1h	Overall total machine footprint size as specified _____ inches wide X _____ inches high X _____ deep	
1i	Power requirement as specified: _____ volts _____ amps	

Number of Certified Repair technicians: \_\_\_\_\_

Number of technicians dedicated to District: \_\_\_\_\_

Number of installation technicians for deployment: \_\_\_\_\_

Number of trainers dedicated to District Average Response Time: \_\_\_\_\_

Is the principal place of business for your company in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Does your company employ at least 500 people in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_

3. Minimum rated speed 70 PPM **Color** MFP- Per equipment specifications listed above.

1a	Copier Manufacture	
1b	Copier Model	
1c	Price per month per unit	\$
1d	Desktop scan document management software price per seat	\$
1e	Cost per copy with 20 bin sorter	\$
1f	Cost per copy with 40 bin sorter	\$
1g	Cost per copy with stapler	\$
1h	Overall total machine footprint size as specified _____ inches wide X _____ inches high X _____ deep	
1i	Power requirement as specified: _____ volts _____ amps	

Number of Certified Repair technicians: \_\_\_\_\_

Number of technicians dedicated to District: \_\_\_\_\_

Number of installation technicians for deployment: \_\_\_\_\_

Number of trainers dedicated to District Average Response Time: \_\_\_\_\_

Is the principal place of business for your company in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Does your company employ at least 500 people in the State of Texas? Yes \_\_\_\_\_ No \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Company Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email \_\_\_\_\_

**JUBILEE ACADEMIC CENTER INC.,  
INC**

**RFP-22-010: JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE  
COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES**

**DATE:** \_\_\_\_\_

**Bidder's Certification:**

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this Bid/Proposal Invitation, the accompanying Bid/Proposal Forms, and all Terms and Conditions associated with this Bid/Proposal Invitation, criteria evaluation worksheet, responsibilities of bidders, product specifications, and
3. That he/she proposes to supply any products or services submitted under this Proposal Invitation at the prices quoted and in strict compliance with the Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this Bid/Proposal is accepted, he/she will furnish all products or services awarded under this Proposal at the prices quoted and in strict compliance with all Terms and Conditions associated with this Bid/Proposal Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the Jubilee Academic Center Inc. of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes

*[SIGNATURE PAGE FOLLOWS]*

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Name of Proposing Organization

---

Date

---

Address  
Representative

---

Signature of Authorized

---

City, State, Zip

---

Printed Name of Authorized Representative

---

Telephone Number of Authorized Representative

---

Position or Title of Authorized Representative

---

Fax Number of Authorized Representative

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Tax ID No. (Only required for vendors not having conducted previous business with the Jubilee Academic Center Inc.). This is required for a vendor to be set up in the Jubilee Academic Center Inc.'s vendor database.

**COMPLETED & SIGNED FORM MUST BE RETURNED WITH PROPOSAL**

## REFERENCE FORM

List at least three (3) companies or governmental entities (preferably public or charter school district) where the same or similar services as contained in this specification package were recently provided by Vendor.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_ E-mail \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**REQUEST FOR PROPOSAL SIGNATURE PAGE**

**Proposals will be received until 10:00 AM CST on June 7th, 2022**

Proposals, subject to all the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto, will be received in the office of Jubilee Academic Center Inc. and shall be marked on the envelope:

**RFP-22-010 JUBILEE ACADEMIC CENTER INC. DISTRICT-WIDE  
COPIER/MULTIFUNCTIONAL DEVICE (MFD) FLEET LEASE SERVICES**

In accepting proposals, the Jubilee Academic Center Inc. reserves the right to reject any and all proposals in order to take the action that it deems to be in the best interest of the Jubilee Academic Center Inc.

Contracts entered into on a basis of submitted proposals are revocable if contrary to law. The Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and incorporated by reference for all purposes.

We, as an interested party, agree to the above criteria and the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto and have submitted our proposal. I/we understand that if selected and a contract is awarded, the Instructions to Vendors, Standard Terms & Conditions, Specific Terms & Conditions, Specifications, exhibits and charts attached hereto will become a part of the contract between the vendor for food services as indicated below and Jubilee Academic Center Inc., Inc.

(Note: Failure to sign will disqualify bid.)

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

**ANTI-COLLUSION AFFIDAVIT**

STATE OF            )

COUNTY OF         )

\_\_\_\_\_, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

\_\_\_\_\_  
Signed

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public (or Clerk or Judge)

My commission expires \_\_\_\_\_

## **Statement of Nondiscrimination**

JUBILEE ACADEMIC CENTER (Jubilee Academic Center Inc.) does not discriminate on the basis of race, religion, color, national origin, sex, disability or relationship or association with an individual with a disability in providing educational services, activities, and programs, including vocational and career technology programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

This institution is an equal opportunity provider.

### **Affidavit Of Non-Discriminatory Employment**

This company, Contractor, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

\_\_\_\_\_ Signature

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



## CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES

Texas Education Code § 22.0834 requires entities that contract with public school districts to provide services to obtain named based criminal history and/or fingerprinting record information regarding “covered employees.”

### **Definitions:**

“*Covered Employees*”: Any employee of a contractor or subcontractor who (1) has or will have continuing duties related to the contracted services and (2) has or will have direct contact with students. Jubilee Academic Center Inc. (the “Jubilee Academic Center Inc.”) retains the discretion to determine what constitutes direct contact with students.

“*Disqualifying Criminal History*”: Any conviction or other criminal information designated by the Jubilee Academic Center Inc., including one or more of the following offenses:

1. A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code § 21.060, including:
  - a. Crimes involving moral turpitude;
  - b. Crimes involving any form of sexual or physical abuse or neglect of a student or minor or other illegal conduct with a student or minor;
  - c. Crimes involving felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481, Texas Health and Safety Code;
  - d. Crimes involving Jubilee Academic Center Inc. property or funds;
  - e. Crimes involving any attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
  - f. Crimes occurring wholly or in part on Jubilee Academic Center Inc. property or at a Jubilee Academic Center Inc.- sponsored activity; and
  - g. Felonies involving driving while intoxicated.
2. A felony offense under Title 5, Penal Code.
3. An offense on conviction of which a defendant is required to register as a sex offender.
4. An offense under the laws of another state or federal law that is equivalent to an offense under items (2) and (3) above where, at the time the offense occurred, the victim of the offense was under 18 years of age or was enrolled in a public Jubilee Academic Center Inc.
5. Any other offense that the Jubilee Academic Center Inc. believes might compromise the safety of students, staff, or property.

Any contractor interested in participating in the Jubilee Academic Center Inc.’s Contractor Bid and Vendor Services Process must comply with the requirements of Texas Education Code § 22.0834 by working with the Texas Department of Public Safety to conduct fingerprint checks on employees prior to being awarded a contract. Contractors who fail to follow the fingerprint process will not be allowed to compete for Jubilee Academic Center Inc. contracts.

**CRIMINAL HISTORY REVIEW OF PROVIDER EMPLOYEES**

**Please complete the information below:**

I, the undersigned agent for \_\_\_\_\_ (“Provider”), certify that [check one]:

None of the employees of Provider and any subcontractors are “covered employees” as defined above. If this box is checked, I further certify that Provider has taken precautions or imposed conditions to ensure that the employees of Provider and any subcontractor will not become covered employees. Provider will maintain these precautions or conditions throughout the time the contracted services are provided.

*or*

Some or all of the employees of Provider and any subcontractor are “covered employees.” If this box is checked, I further certify that:

1. Provider has obtained all required criminal history and/or fingerprinting record information regarding its covered employees through the Texas Department of Public Safety as required by law.
2. If Provider receives information that a covered employee subsequently has a reported criminal history, Provider will immediately remove the covered employee from contract duties and notify the Jubilee Academic Center Inc. in writing within three business days.
3. Upon request, Provider will provide the Jubilee Academic Center Inc. with the name and any other requested information regarding covered employees so that the Jubilee Academic Center Inc. may obtain criminal history record information on the covered employees.
4. If the Jubilee Academic Center Inc. objects to the assignment of a covered employee on the basis of the covered employee’s criminal history record information, Provider agrees to discontinuing that covered employee to provide services to the Jubilee Academic Center Inc.
5. All covered employees hired after January 1, 2008, have completed the required background check process prior to performing any duties related to the Jubilee Academic Center Inc. or having any direct contact with students.

I understand that non-compliance with this certification by Provider may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_  
Signature of Provider Official

\_\_\_\_\_  
Date

**Debarment or Suspension Certificate**

Jubilee Academic Center Inc. is prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose owners/members/principals and certain employees are suspended or debarred. Provider must certify that it and its owners/members/principals are not suspended or debarred under federal law and rule.

By submitting signing contract and this certificate, Provider certifies that no suspension or debarment is in place, which would otherwise preclude Provider or its Owner/Members/Principals or employees from receiving a federally funded contract under applicable federal regulations and federal OMB Circulars.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Company Name

## Contract Provisions (EDGAR Certifications)

With respect to the use of federal funds for the procurement of goods and services, 2 CFR 200.326 and Appendix II to 2 CFR 200 require the inclusion of the following contract provisions.

1. **Vendor Violation or Breach of Contract Terms.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council the Defense Acquisition Regulations Council as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Except as otherwise provided for in these Terms and Conditions, either party may terminate the contract in whole or in part in the event of the other party's substantial failure to fulfill its obligations under this contract through no fault of the terminating party; provided, however, that the defaulting party is given at least ten (10) business days prior written notice of the default and intent to terminate (delivered by certified mail, return receipt requested, or other method that similarly documents receipt), and a ten (10) business day opportunity to remedy the default to the satisfaction of the terminating party. Jubilee Academic Center Inc. will not be liable to the vendor for any damages (including but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) resulting from termination based on the vendor's default or breach of contract. If any delay or failure of performance is caused by Force Majeure, Jubilee Academic Center Inc. may, in its sole discretion, terminate the contract in whole or in part, provided such termination complies with the procedures set out above. Any contract termination resulting from any cause other than a Force Majeure event will be deemed valid reason for not considering any future proposals from the defaulting vendor. Force Majeure includes, but is not limited to, governmental restraints or decrees, provided they affect all companies in vendor's industry equally and are not actions taken solely against vendor; acts of God (except natural phenomena, such as rain, wind, or flood, which are normally expected in the locale in which performance is to take place); work stoppages due to labor disputes or strikes; fires' explosions' epidemics; riots; war; rebellion; or sabotage. The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to the vendor violation and breach of contract terms.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

2. **Termination for Cause and Convenience.** All contracts in excess of \$10,000 must address termination for cause and for convenience by Jubilee Academic Center Inc. including the manner by which it will be effected and the basis for settlement. With this paragraph, Jubilee Academic Center Inc. shall only be required to pay the vendor for goods or services delivered to the Jubilee Academic Center Inc. prior to the termination and not otherwise returned in accordance with the vendor's return policy. If Jubilee Academic Center Inc. has paid vendor for goods or services not yet provided as of the date of termination, vendor shall immediately refund such payment(s). If an alternate provision for termination of a Jubilee Academic Center Inc. purchase for cause and convenience, including the manner by which it will be effected as the basis for settlement, is included in Jubilee Academic Center Inc. purchase order, or construction contract agreed to by the vendor, this provision shall prevail.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

4. **Davis-Bacon Act.** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Jubilee must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Jubilee must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Jubilee must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Jubilee must report all suspected or reported violations to the Federal awarding agency.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

5. **Contract Work Hours and Safety Standards Act.** Where applicable, all contracts awarded by Jubilee in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

7. **Certification of Compliance with Buy America Provisions.** If Jubilee Academic Center Inc. federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Jubilee Academic Center Inc. Agreements,” and any implementing regulations issued by the awarding agency.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

8. **Clean Air Act and the Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

9. **Debarment and Suspension.** A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

10. **Byrd Anti-Lobbying.** Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay 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 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

11. **Procurement of Recovered Materials.** Jubilee and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

12. **Profit as a Separate Element of Price.** For purchases with federal funds in excess of \$150,000, a Jubilee Academic Center Inc. Jubilee Academic Center Inc. or open enrollment charter Jubilee Academic Center Inc. may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by the Jubilee Academic Center Inc., vendor agrees to provide information and negotiate with the Jubilee Academic Center Inc. regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the Jubilee Academic Center Inc. shall not exceed the awarded pricing, including any applicable discount, under vendor’s Jubilee Academic Center Inc. Contract.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

13. **Record Retention Requirements For Contracts Paid With Federal Funds.** When federal funds are expended by Jubilee Academic Center Inc. for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory requirements detailed in 2 CFR

200.333. The vendor further certifies that vendor will retain all records 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 pending matter are closed.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

14. **Energy Efficiency Standards and Policies.** When federal funds are expended by Jubilee Academic Center Inc. for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

15. **General Compliance and Cooperation with Jubilee Academic Center Inc.** In addition to the foregoing specific requirements, vendor agrees in accepting any purchase order from the Jubilee Academic Center Inc., it shall make a good faith effort to work with the Jubilee Academic Center Inc. to provide such information and to satisfy such requirements as may apply to a particular Jubilee Academic Center Inc. purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does the vendor agree? Yes \_\_\_\_\_ No \_\_\_\_\_ (initial in appropriate block)

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

A person or business entity entering into a contract and/or agreement with Jubilee Academic Center is required by the New Government Code Statute §2252.908, to complete Form 1295 “Certificate of Interested Parties”. This form must be submitted online at:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

Once the online submission has been processed and a claim number has been issued, the form must be printed with the claim number, notarized and then submitted along with the bid/quote/proposal document(s). **If Form 1295 is not submitted along with your bid/quote/proposal response, your response may be considered “non-responsive” and may be disqualified.**

### **Conflict of Interest Questionnaire**

A person or business entity entering into a contract and/or agreement with Jubilee Academic Center is required to complete the Texas Ethics Commission form CIQ in accordance with Local Government Code, Title 5, Subtitle C, Chapter 176 DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

The form CIQ can be found at the link below:

<https://www.ethics.state.tx.us/forms/conflict/>

### **State of Texas Health and Human Services Commission Child Support Certification**

A person or business entity entering into a contract and/or agreement with Jubilee Academic Center is required to complete the State of Texas Health and Human Services Commission form 1903, Child Support Certification in accordance with Family Code, Title 5, Subtitle D, Chapter 231, Subchapter A ADMINISTRATION OF TITLE IV-D PROGRAM

The form 1903 can be found at the link below:

<https://www.hhs.texas.gov/regulations/forms/1000-1999/form-1903-child-support-certification>



# Out of State Certification

As defined by Texas House Bill 602, a “nonresident Proposer” means a Proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

\_\_\_\_\_  
Company Name (Please Print)

I certify that my company qualifies as a “**Nonresident Proposer**”  
(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.) Yes \_\_\_\_\_ No \_\_\_\_\_

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

**Certification:** I certify that the information provided above is correct.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

## Felony Conviction Disclosure Statement

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (1), states “a person or business entity that enters into a contract with a Jubilee Academic Center Inc. must give advance notice to Jubilee Academic Center Inc. if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states “a Jubilee Academic Center Inc. may terminate a contract with a person or business entity if the Jubilee Academic Center Inc. determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The Jubilee Academic Center Inc. must compensate the person or business entity for services performed before the termination of the contract.

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

\_\_\_\_\_  
Vendor’s Name

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Authorized Company Official’s Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony