



REQUEST FOR PROPOSAL

RFP Number: 737-23-PRINT

RFP FOR PRINT SHOP COPIER

RELEASE DATE: September 26, 2022

PROPOSALS MUST BE RECEIVED BEFORE:
October 19, 2022, 3:00 PM, CENTRAL

Sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Proposers will be made public. Prices and other proposal details will only be divulged after the award of a Contract if one is made.

REFER INQUIRIES TO:

Lanell Nichols
Contracts & Materials Management Office
Email: c_admin@angelo.edu
Deadline date for questions:
October 7, 2022

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SECTION 1 GENERAL INFORMATION

1.1 Introduction

Angelo State University (“ASU”) is seeking competitive responses to a Request for Proposal (“RFP”) to secure a lease for a color, production copier, for use in the ASU Print Shop for an installation date in January 2023, and no later than January 27, 2023. The intent is to have a copier that can support and surpass ASU’s current volume of print jobs noted in Section 3, while offering multiple color, design, and/or texture print options to product creative invitations, posters, and other print publications. The resulting contract shall assist ASU in realizing significant cost savings, and if possible, in meeting its HUB and Small Business Enterprise goals and objectives. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by ASU. Additional information may be made available by written request to the purchaser indicated in the section entitled “Questions by Proposers.” Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of ASU’s needs.

By submitting proposals, each Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each Proposer also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected by ASU, the vendor will notify ASU immediately of any material change in any matters with regard to which the vendor has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete response to all requirements and questions as directed.

1.2 Information about Angelo State University

Founded as San Angelo College in 1928, Angelo State University is a dynamic higher education learning community located in the heart of West Texas. Ranked by *The Princeton Review* as one of the nation’s “Best Colleges” every year since 2010, ASU offers over 100 majors and concentrations through our six colleges:

- [Archer College of Health and Human Services](#)
- [College of Arts and Humanities](#)
- [Norris Vincent College of Business](#)
- [College of Education](#)
- [College of Graduate Studies and Research](#)
- [College of Science and Engineering](#)

Within these colleges, students may choose from 48 undergraduate degrees, 29 master’s degrees and one doctoral degree. With a 21:1 student-to-faculty ratio, students receive more personal attention from instructors who are likely to possess doctoral degrees.

ASU’s Carr Academic Scholarship Program is funded by one of the largest endowments at a U.S. regional university. For the 2020-21 academic year, ASU students earned more than \$7.5 million in Carr Scholarship awards. Since the Carr Scholarship program was initiated in 1981, ASU students have received more than \$140 million in Carr Scholarships.

Other facts about Angelo State University:

- Designated a Hispanic Serving Institution by the U.S. Department of Education since 2010.
- Over 100 registered [student organizations](#)
- 20 [intramural](#) and club sports teams
- Named one of the nation's "25 Best Student Union Centers" by CollegeRank.net
- Residence halls ranked No. 5 among the "30 Most Inviting Yet Affordable College Dorms in America" by AffordableSchools.net.
- 15 [NCAA Division II](#) athletic teams
- [Lone Star Conference](#) member

1.3 Information about ASU Print Shop

The Print Shop has a leased color copier with a lease end date of January 31, 2023. The ASU Print Shop strives to provide creative graphic designs and high-quality document copy and print services to the students, faculty, and staff in all undergraduate and graduate programs in support of ASU's mission. The Print Shop has supported ASU's printing needs for 70 years and continues to occupy the 2,276 sq. ft. space in the General Services building nestled between the Hardeman and UC Houston Harte buildings. The Print Shop's three staff members have over 55 years of experience in the printing industry. Since 2011, the Print Shop has competed in over 500,000 entries each year and won 15 Addy Awards.

The ASU Print Shop's mission is to strive to provide creative graphic designs and high-quality document copy and print services to the students, faculty, and staff. Customers are able to design and order a wide variety of customized print options and are requesting the ability to produce creative options, such as 3-D, raised UV, foil stamping, and die-cutting options, that the current machines in the Print Shop cannot provide. Thus, Vendors should propose a color copier that can provide a multitude of options to include some or more of the options mentioned within this section that can provide customization of professional grade, cutting-edge print designs.

1.4 Scope of Goods or Services

The Vendor shall be required to provide a 36-month fixed price lease for an industrial production color copier, for use in the ASU Print Shop. Proposals for leasing of new copier should include a plan for installation date in January, but no later than January 27, 2023, and immediate training. Vendor shall provide training, service repair and maintenance as outlined in Section 3 and replacement of toner shall be included in the monthly lease price. Additional click charges or other print options must be outlined in detail within vendor proposal.

No Guarantee of Volume. ASU does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting Agreement.

1.5 Term of Award

The services requested shall be provided for a period of three years (36 months) beginning February 1, 2023 and ending three years (3) later.

1.6 Schedule of Events

ASU will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

DATE	EVENT
09-26-2022	RFP Release to Vendors
10-07-2022 by 3:00 PM Central	Deadline to Submit Questions
10-19-2022 by 3:00 PM Central	Deadline for Submission of Proposals
11-02-2022	Vendor Selection by Committee
11-07-2022	Anticipated Award of Contract
02-01-2023	Anticipated Contract Start Date

All dates are tentative and subject to change

1.7 ASU's Right to Reject

This RFP does not commit ASU to select a Proposer or to award a Contract to any Proposer. ASU reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not called for in the RFP documents, or irregularities of any kind, are subject to disqualification by ASU at its option. If ASU receives fewer than three proposals, ASU has the right to reissue this RFP in order to gain additional competitive proposals.

1.8 Historically Underutilized Business (HUB) Vendors

Angelo State University, as part of the Texas Tech University System (TTUS), endeavors to promote full and equal opportunity for businesses to supply ASU with goods and/or services that are necessary to support ASU's educational mission. In this regard, ASU commits to select Proposers in accordance with (i) ASU needs, (ii) ASU resources, (iii) HUB goals and guidelines established by the Texas legislature and Texas Procurement and Support Services (TPASS), and (iv) ASU policies and procedures for contracting with HUBs, specifically [Operating Policy 54.02 Historically Underutilized Businesses](#). Vendors shall allow ASU full access to documentation relating to HUB program and any HUB Subcontracting plans. Failure to comply with any provision of the state or University's HUB regulations may result in immediate cancellation of any Contract.

Vendors shall be awarded evaluation points based on HUB qualification or HUB subcontractor utilization. For vendors who are not qualified as a HUB vendor, the Mentor-Protégé program provides for HUB utilization credit. For additional information about the Mentor-Protégé program, please see the link: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>. For additional information regarding the HUB program at ASU, please email asu.purchasing@angelo.edu

1.9 Definitions/Glossary of Terms

Addendum: A written change, addition, alteration, correction or revision to a Solicitation document or a Contract.

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include a renewal or extension of a Contract.

Assignment: An authorized legal transfer of contractual rights from one party to another party.

Award: The act of accepting a bid, proposal or offer; thereby resulting in a Contract between ASU and a vendor.

Best and Final Offer (BAFO): The result of final negotiations with responsive vendors during the RFP process.

Best Value: Factors to be considered in determining best overall value for the System or the component Institution in accordance with [Texas Education Code §51.9335 \(b\)](#).

Comptroller: The Texas Comptroller of Public Accounts.

Conflict of Interest: A Conflict of Interest refers to a situation in which an employee's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of affecting, the employee's judgment in exercising any duty or responsibility, including the conduct or reporting of research, owed to the Institution. [ASU OP 06.22](#).

Consultant: An individual or firm that provides Consulting Services to an Institution and does not involve the traditional relationship of employer and employee [Texas Government Code § 2254.021](#).

Consulting Services: The Services of studying and advising an Institution per [Texas Government Code, § 2254.021](#) Consulting Services must be approved by the ASU System Board of Regents per [Regents' Rule Chapter 07](#).

Contract: A legally binding written agreement executed between the System or an Institution and a third party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to: letter agreements, co-operative agreements, memorandums of understanding (MOU), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders.

Contract Administration: Following the award of a Contract, the department level actions to oversee full compliance with all of the terms and conditions contained within a Contract.

Contract Administrator: The Contract Administrator is the department level individual responsible for adherence to all provisions contained within a Contract and for managing the performance of a Contract.

Contract Close-out: The process conducted at the completion of the Contract during which the Contract Administrator confirms and documents compliance with the terms and conditions of the Contract, final Deliverables are received, and outstanding payments are made.

Contract Management: The complete contracting process from Planning through Contract formation, administration and contract close-out.

Contract Review Team: A team comprised of such members as the Contract Manager, the Contract Administrator, and as needed, cross-functional members such as: subject matter experts, information technology, risk management, legal, and price/cost analysts. The size and the members of the team are dependent on the nature and complexity of the project.

Contractor: An entity or individual that has a Contract to provide Goods or Services to the System or any component Institution. For the purposes of this RFP, Contractor is used interchangeably with the term "Proposer".

Desktop Delivery: Ability to deliver office supply commodities directly to the ordering ASU department or ASU department designee if designee places orders for multiple component departments.

Escalation Clause: Provision in a Contract that allows for increasing or decreasing the contracted price for goods or services in step with market prices, an agreed-upon benchmark such as the consumer price index, or

when maintenance and operating costs go up or down.

Fiscal Year (FY): The 12-month period covered by the State of Texas's yearly budget, September 1 through August 31.

Goods: Supplies, materials, or equipment as defined in [Texas Government Code §2155.001](#). Goods do not include Services or real property.

Liquidated Damages: A specified Contract provision which entitles ASU to demand a set monetary amount determined to be reasonable estimate of damages ASU will incur due to Contractor's failure to meet Contract requirements.

Negotiations: Conferring, discussing, or bargaining to reach a mutual agreement between two or more parties.

Opening Date: The date and time, after submission of Proposals, when sealed Proposal Responses are opened.

Operating Policies and Procedures: The manuals maintained by each component Institution to standardize and provide a consistent and coherent method of defining [Institutional policies](#).

Originating Department: The System or Institutional department from which a Solicitation or Procurement is originated.

Procurement (Procure): Purchasing, renting, leasing, or otherwise acquiring any Goods or Services, including all functions that pertain to the acquisition through Contract Close-out.

Proposal: An offer submitted by a vendor in response to an RFP intended to be used as a basis to negotiate a Contract.

Proposal Opening: The public opening of Proposals, in which the names of the Proposers to a Solicitation are publicly read and recorded. No prices are divulged at a Proposal Opening as these types of Solicitations are subject to Negotiations.

Proposer: The supplier of goods and/or services who submits a proposal in response to the RFP. Note: the terms "Proposer" and "vendor" may be used interchangeably in the RFP depending on the stage in which the supplier of goods and/or services is with regard to doing business with ASU.

Purchase Order: A signed written acceptance of an offer from a vendor. A purchase order may serve as the legal and binding Contract between parties.

Regents' Rules: Rules established by the Texas Tech and ASU System Board of Regents that govern all component Institutions. <http://www.texastech.edu/board-of-regents/regents-rules.php>

Renewal: the process where an existing Contract is renewed for an additional time period in accordance with the terms and conditions of the original Contract.

Request for Proposal (RFP): A Solicitation requesting submittal of a Proposal in response to the required Specifications and usually includes some form of a cost Proposal. The RFP process allows for Negotiations between a Proposer and the issuing Institution.

Responsible: A Proposer who is fully capable to meet all of the financial and technical requirements of a

Solicitation and any subsequent Contract.

Responsive: The Proposer has complied with all material aspects of the Solicitation, including submission of all required documents in accordance with the Specifications

Request for Proposal (RFP): A formal solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a costproposal.

Scope of Work (or “SOW”): A detailed, written description of the conceptual requirements contained within the Specifications.

Scoring Matrix: A chart used to document the evaluation criteria of a Proposal.

Service(s): The furnishing of labor, time, and effort by a Contractor or Auxiliary Enterprise, including for a Construction Project, which may involve to a lesser degree, the delivery or supply of products.

Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.

Solicitation Conference: A meeting chaired by the Purchasing or Contracting Office which is designed to help potential Proposers understand the requirements of a Solicitation. May also known as a Pre-proposal Conference.

Specification(s): Description of the requirements for Goods or Services including the Scope of Work, to be fulfilled by a Contractor.

State: The State of Texas.

Statute: A law enacted by a legislature.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor’s duties under a Contract.

Vendor: A supplier of goods and/or services that is awarded a Contract with ASU.

Vendor Debarment: The status of any Vendor who is debarred from conducting business with an Institution by either the Texas Comptroller or the federal government. Debarment protects the State from risks associated with awarding Contracts to Vendors who have exhibited an inability or unwillingness to fulfill contractual requirements or who have displayed improper conduct. Debarment may include a Vendor’s successors-in-interest. Debarment does not relieve the Vendor from responsibility for fulfilling existing obligations.

Vendor Performance Form: A form prepared by the ASU Contract Administrator that reports satisfactory and unsatisfactory performance by a Contractor.

SECTION 2 PROPOSAL REQUIREMENTS AND PROCEDURES

2.1 Questions by Proposers

Questions must be submitted in writing by the date indicated in the section entitled “Schedule of Events.” The questions, written ASU response, and addenda related to the RFP, if any, will be posted on the Electronic State Business Daily website available at <http://www.txsmartbuy.com/sp>. Only those replies to

inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If ASU determines a question has been sufficiently answered in the RFP, the inquiring Proposer will be referred to the relevant section of the RFP. **Note: It is the responsibility of the Proposer to check the Electronic State Business Daily website for any and all addenda posted for this RFP.**

Questions must be emailed, faxed or submitted in writing to the following no later than **Friday, October 7, 2022 3:00 PM Central Time:**

Lanell Nichols
c_admin@angelo.edu
Angelo State University
ASU Station #11010
San Angelo, TX 76909
Fax: (325) 942-2010

2.2 Communications with ASU Personnel

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing ASU business operations, Proposers are expressly and absolutely prohibited from engaging in communications with university personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a Proposer, and/or negotiation or formalization of a Contract. If any Proposer engages in conduct or communications that ASU determines is contrary to the prohibitions set forth in this section, ASU may, at its sole discretion, disqualify the Proposer and withdraw the Proposer's proposal from consideration.

Any notice under this Contract shall be in writing and delivered to the party to be notified. Notice will be effective upon delivery or four (4) business days after the date of mailing. The name and address of the person who may be contacted on behalf of ASU for purposes of notice is the purchaser indicated in section 2.1.

2.3 Proposal Formatting and Presentation Requirements

2.3.1 The Proposal itself must contain all the components in the following order:

- Background of the Proposer
- Proposer's response to the Scope of Work;
- Proposer's responses to the section entitled "Questionnaire"
- Schedule of costs and fees
- Scope of work, including a program overview
- Insurance and bonds
- HUB subcontracting plan or Mentor-Protégé Agreement **(REQUIRED)**
- Signed Affirmation and Conflict of Interest.

2.3.2 The Proposal may not exceed one hundred pages.

2.3.3 The Proposal must include a cover page, providing the Proposer's Name, Address, and contact information (email and phone number); the RFP name; and RFP number.

2.3.4 The Proposal must include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the Proposal, as well as separate attachments.

2.3.5 All pages are to be typed on 8 1/2 x 11-inch paper and numbered sequentially.

2.4 Submittal Instructions

- 2.4.1 Proposals should be emailed to **c_admin@angelo.edu** on or before the date and time indicated in the section entitled, “Schedule of Events”.
- 2.4.2 If proposer does not have access to email, then an alternative delivery method for the proposal should be printed and mailed or delivered using the instructions below:
 - A. One original and four (4) individually-bound copies of the completed proposal are required for the mailed or delivered submittals. In addition, one electronic version (on a disc or thumb drive) for archival purposes is required.
 - B. Proposals should be submitted in a sealed envelope or box marked with the name of the RFP (as shown on the cover page of this RFP) and the opening date.
 - C. All proposals must be received by ASU no later than the date and time indicated in the section entitled “Schedule of Events”.

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
Angelo State University Purchasing Office ASU Station #11010 San Angelo, TX 76909	Angelo State University Purchasing Office 2601 West Avenue N Hardeman Bldg. Room 211 San Angelo, TX 76909 Hours –8:00 AM to 5:00 PM Monday – Friday	Angelo State University Purchasing Office 2601 West Avenue N Hardeman Bldg. Room 211 San Angelo, TX 76909 Hours – 8:00 AM to 5:00 PM Monday – Friday

- 2.4.3 **All proposals must be signed by the responding company’s official authorized to commit such proposals. Failure to sign the section and form will be basis for Proposal disqualification.** NOTE: For printed proposals, the original signature on the ONE required original will serve as the official signature of record for all copies.
- 2.4.4 **Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.**

2.5 HUB Subcontracting Plan

ASU has determined that **there are subcontracting opportunities. *If ASU determines that there are subcontracting opportunities, the Proposer must include a subcontracting plan even if the Proposer intends to self-perform.*** Supporting documentation must be submitted with the subcontracting plan. Credit can be received for first and second tier (subcontractors of subcontractors). The Proposer will receive evaluation points for the use on any HUB subcontractor even if it is subcontract usage.

ASU is relying upon the Proposer’s expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying all areas that will be subcontracted. In accordance with 34 TAC §20.11, a subcontractor means a person who contracts with a prime contractor to work, to supply commodities, or contributes toward completing work for a governmental entity. HUB Subcontracting Plan (HSP) forms can be found at under the [“Historically Underutilized Business \(HUB\) Program”](#) link. If Proposers need assistance with the HSP form or identifying potential subcontractors, contact Lanell Nichols, Executive Director of Contracts & Materials Management, at lanell.nichols@angelo.edu. **Failure to submit a completed HUB**

Subcontracting Plan when HUB subcontracting opportunities exist will result in rejection of the vendor's proposal.

To find ASU's current HUB Purchasing Goals please visit <https://www.angelo.edu/administrative-support/purchasing/hubinfo.php>.

2.6 Right to Modify, Rescind, or Revoke the RFP

ASU reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of ASU executes a Contract with the selected Proposer.

2.7 Signature and Certification of Proposer

The proposal must be signed and dated by a representative of the Proposer who is authorized to bind the proposing vendor to the terms and conditions contained in this RFP and to compliance with the information submitted in the proposal. Each Proposer submitting a proposal certifies to both (a) the completeness and accuracy of the information provided in the proposal and (b) the authority of the individual whose signature appears on the proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.8 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, ASU Policies and Procedures

By submitting a proposal, the Proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable policies and procedures of the Texas Tech University System and Angelo State University. ASU policies and procedures may be accessed at <http://www.angelo.edu/opmanual/>.

2.9 Compliance with RFP Requirements

By submitting a proposal and by signing Section 7 of this RFP, a Proposer agrees to be bound by the requirements set forth in this RFP and also agrees to be bound by Section 6 terms and conditions, which will govern any contract awarded by ASU. ASU, at its sole discretion, may disqualify a proposal from consideration if ASU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

2.10 Right of Rejection

A Proposal consisting of only alternate Goods or Services (i.e., a Proposal that offers Goods or Services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by ASU and is subject to rejection. ASU shall reject a Proposal if the financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Regardless of the time of detection, ASU shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination and may result in debarment of the Contractor from future ASU Solicitations.

2.11 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Executive Director of Contracts & Materials Management, each Proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services.

2.12 Use and Disclosure of Information

Proposers acknowledge that ASU is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act Texas Gov't Code Ch. 552. If a proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by ASU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

If the Proposer marks the whole Proposal or substantive portions of the Proposal as confidential, ASU in its sole discretion may declare the proposal non-responsive.

By submitting a Proposal, Proposer hereby grants a limited license to reproduce the Proposal in order to comply with any legal requirement including but not limited to the Texas Public Information Act and legislative budget board requirements.

2.13 Validity Period

Proposals must be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

2.14 Extension of Pricing and Terms and Conditions

Proposers are requested to extend the pricing and all terms and conditions offered in their Proposal to other Texas state agencies, as well as other State of Texas institutional agencies. In the event an Award is made, the individual agencies may or may not elect to use the Contract.

2.15 Withdrawal or Modification

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the negotiating process. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by ASU, which shall be based on Proposer's submittal in writing of a reason acceptable to ASU.

2.16 Risk of Loss, Damage, Delay

Proposer acknowledges and agrees to release and hold harmless ASU, TTUS, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to the Purchasing Office at ASU, as designated in the submittal instruction sections of this RFP.

2.17 Proposal Opening

Proposals will be opened at Angelo State University, Hardeman Building, Purchasing Office, room 211, after the deadline. The proposal opening process is open to the public. For convenience, Proposers wanting a list of proposals submitted can email the purchaser listed in section 2.1 after the opening

requesting a list of proposals received. All submitted proposals become the property of ASU after the RFP submittal deadline/opening date and will not be returned.

2.18 Requirements of the Technology (if applicable)

- a. All data input into the system and all reports from the system are the property of ASU.
- b. Prior to termination of Agreement, Vendor will provide copies of ASU's Information in usable format.
- c. At termination of the Agreement, Vendor will securely delete ASU's Information and provide certification of secure deletion of ASU's Information within three (3) business days of termination of Agreement.
- d. Vendor will provide documentation of protections that will be taken to protect the confidentiality, integrity, and availability of ASU information within Vendor systems.
- e. Vendor will notify ASU of any Breach or unsecure exposure of any ASU confidential data and such notification shall be made without unreasonable delay but no more than three (3) business days after discovery of breach or exposure, barring documented request of law enforcement authorities to withhold or delay notification of breach, following the date of discovery to enable ASU to comply with the applicable disclosure requirements. Vendor shall include identification, to the extent possible, within such notice, of each individual whose unsecured data has been or is reasonably believed by Vendor to have been, accessed, used, or disclosed through the Breach and any other information known to Vendor that ASU is required to include in its notice to affected individuals.
- f. Vendor must provide Service Level Agreement and penalties when Vendor does not meet stated availability requirements.
- g. Vendor must provide Service Level Agreement and penalties for resolution of open cases (incident or problem tickets) involving circumstances substantively preventing work from progressing.
- h. Vendor must provide escalation contacts for at least two employees of the Vendor's company who can provide assistance on resolution of issues pertaining to service or incident response issues.
- i. Vendor must define the percentage or amount of increase for annual support/maintenance costs.

SECTION 3 PROPOSAL CONTENTS/DETAILS

Objectives: The primary objective is to secure a partnership with a vendor to provide a 36-month lease for an industrial, color, production copier with multiple format print options. To allow the ASU Print Shop supervisor and senior printer an opportunity to see Vendor copiers in production, demonstrations of each Vendor proposed machine within a 25 miles distance from ASU will be scheduled by the Executive Director of Contracts & Materials Management. The ASU Print Shop reserves the right to accept or reject scheduling demonstrations outside the 25 miles radius.

- 3.1** Vendors shall propose a copier that can support or exceed the current monthly average outlined in Section 1.3. The copier must print at least 70 color copies per minute and print 350 gsm, and include the following:
- a dual scan document feeder
 - duplex option
 - fiery unit
 - three large capacity paper trays, total of 4630 sheets, up to 400 gsm and can duplex up to 356 gsm
 - paper trays to support up to 13 x 19.2
 - include vacuum paper feeders
 - finisher with hole punch, saddle stitch, stapler.

Please propose a color copier that can provide a multitude of options for customized print designs.

- 3.2 Maintenance & Toner:** Vendor shall propose a lease that is inclusive of maintenance and replacement

toner. All maintenance work for repair, preventative maintenance, parts, and labor shall be inclusive of lease. A minimum of four (4) hour response time on maintenance calls is required. Acknowledgement of service calls shall be made within two (2) hours to verify the request, offer telephone assistance, and provide an estimated time of arrival. Comparable loaner equipment will be required if equipment is inoperable for more than forty-eight (48) hours of the service call, unless ASU approves delaying replacement for a longer time period. The vendor shall be required to replace the machines, at the vendor's expense, which in the opinion of ASU, operate at an unacceptable level. Unacceptable level of operation is defined as poor copy quality, excessive jamming, excessive maintenance calls, smearing of color (any other examples?). This replacement guarantee shall apply for the duration of the lease.

- 3.3 Reporting:** Vendor shall provide the ability for ASU Print Shop to receive monthly copier service history for each machine to include information, such as service call, service date, nature of problem, and parts replaced and also include number of copies printed.
- 3.4 Training:** Vendor shall provide operator training and follow-up training inclusive of lease cost.
- 3.5 Pricing:** Vendor shall propose a monthly lease for each copier for each year of a thirty-six (36) month lease, inclusive of equipment cost, maintenance and toner cost, training cost, and black and white and color cost per copy.
- 3.6 Quality Measures**—Include specific information of standards of quality and quantity and ASU's criteria for evaluating the success of the project (not the RFP award process). If appropriate, request that the Proposer describe its own plans for quality assurance and evaluation, including methodology.
- 3.7 Compensation and Fees**
Provide a detailed compensation schedule for the Goods or Services to be delivered or performed in response to this RFP. Proposer should submit a schedule that clearly details the various compensation and fee that will apply if the Proposer is awarded a Contract with ASU. ASU will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.
- 3.8 Invoicing and Payment**

Angelo State University is a governmental entity and is required to follow the Prompt Payment Act as defined in Texas Government Code Chapter 2251. This law states that payments are due thirty (30) days after the latest of: 1) the date goods are received; 2) the date contracted services are completed; or 3) the date a valid invoice is received by the ASU Accounts Payable office for the good or services. Chosen Proposer shall submit invoices by email to apayable@angelo.edu or mailed to:

Accounts Payable Department
ASU Station #11034
San Angelo, TX 76909-1034
325.942.2270 or fax: 325.942.2747

All invoices must reference a valid Purchase Order or the invoice will be returned as non-compliant. No commitment for Goods or Services shall be placed without a valid Purchase Order.

Goods/Services will be considered received when they have been accepted as usable by the end user. Invoices must be complete and delivered to the official billing address (listed above) as printed on university purchase orders. An invoice is NOT complete if it contains items that have NOT been delivered. Payments should be scheduled to be paid as close to the 30-day limit as possible. Early payments may be made if a discount is available or if there is a contractual agreement to pay sooner. ASU sends an electronic copy of the payment information if email information is available. Credit memos should be sent to Accounts Payable for any

adjustment. Please reference <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm> for all state appropriated payments.

Prior to a PO being issued, the chosen vendor will receive an email invite to set up an account and complete the ASU vendor onboarding process through PaymentWorks. PaymentWorks is ASU's third-party vendor setup application, which is a secured portal to protect sensitive payee information.

- 3.9 **Local Sales Representative:** The vendor shall make available a local sales representative as the primary account contact to assist the ASU Print Shop with its service and training needs. The awarded vendor's account representative must meet with the Executive Director of Contracts & Materials Management and the Print Shop on a quarterly basis or more often if requested to review customer satisfaction and copier service status. The vendor shall provide both phone and online customer service support to ASU on a continuous basis. Vendor shall identify a support plan for customer service including details on any technology capabilities and commitment to resolving customer service inquiries. **Documented, continued poor customer service by the local sales representative will be grounds for contract cancellation.**
- 3.10 **Quality Assurance:** Vendor must submit samples of copier printing options and equipment features. Vendor shall also include information vendor believes is pertinent to their ability to provide excellent customer service and copier quality. **Continuous poor quality control may result in termination of the contract.**
- 3.11 **Standard Warranty Applicable:** Unless otherwise specified by the contract, the vendor's standard commercial warranty as stated in the vendor's pricing will apply to this contract.

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

ASU will utilize a proposal evaluation team for the assessment of this RFP. The award will be based on the proposal judged to be in the best interest of ASU, and the judgment in this regard shall be considered final. Any Contract resulting from this request shall be awarded to the Proposer providing the "best value" to ASU.

Under [section 51.9335 of the Texas Education Code](#) in determining what is the best value to an institution of higher education, ASU shall consider the purchase price, the reputation of the Proposer and of the Proposer's goods or services, the quality of the Proposer's goods or services, the extent to which the goods or services meet ASU's needs, the Proposer's past relationship with ASU, the impact on the ability of ASU to comply with laws, the total long-term cost to ASU of acquiring the Proposer's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a proposal indicates Proposer's acceptance of the evaluation technique and Proposer's recognition that some subjective judgments must be made by ASU during the assigning of points.

4.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet ASU's requirements and to provide the best value to ASU. Proposals shall be evaluated by assigning points to each of the items below.

<i>Criteria</i>	<i>Weight</i>
<i>Copier Device Quality and Fees</i>	<i>30%</i>
<i>Service Level Contract</i>	<i>20%</i>
<i>References</i>	<i>10%</i>
<i>Experience and Qualifications</i>	<i>25%</i>
<i>Other Services Offered</i>	<i>10%</i>
<i>HUB Vendor</i>	<i>5%</i>
<i>Total</i>	<i>100%</i>

4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to ASU.

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the section entitled “Schedule of Events.”

4.6 Award Process

During the opening, proposals will be acknowledged publicly to identify the names of the Proposers but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the Proposers or, at ASU’s sole option and discretion, ASU may discuss or negotiate all elements of the proposal with selected Proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

4.7 Best and Final Offer

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, ASU may permit a Proposer to revise its proposal in order for ASU to obtain a best and final offer. ASU will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of their proposal, and a Proposer may elect not to amend their original proposal. ASU is not bound to accept the best-priced proposal if that proposal is not the most advantageous to ASU as determined by the evaluation team.

4.8 Award of Contract

ASU reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of ASU and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If ASU awards a Contract, it will award the Contract to the Proposer(s) whose proposal is the most advantageous to ASU,

considering price and the evaluation factors set forth in this RFP.

ASU intends to negotiate and award a Contract or multiple Contracts to a vendor or vendors submitting a proposal that the evaluation committee determines best meets ASU's requirements and that is considered to represent the best value to ASU. No Contract resulting from this RFP will be exclusive and ASU reserves the right to enter into one or more Contracts covering the same or similar scope of services. ASU may divide obligations between awarded vendors or choose more than one vendor to perform the same or similar scopes of work.

The Proposer may submit its standard Contract for review by ASU. The Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written Contract, and purchase order(s), all of which shall be referred to collectively as the Contract documents.

4.9 Proposer/Vendor Protest

Any actual or prospective Proposer or vendor who is aggrieved in connection with the solicitation, evaluation or award of a Contract may formally protest to the Contracting Office by emailing c_admin@angelo.edu.

4.10 Contract Documents

The Contract entered into by the parties shall consist of the RFP, the Proposal, a written Contract (if applicable), and a Purchase Order(s) when an expenditure is required, all of which shall be referred to collectively as the Contract documents.

SECTION 5 PROPOSER'S QUESTIONNAIRE

The Proposer recognizes that in selecting a supplier, ASU will rely in part on the answers provided in response to this section. Accordingly, Proposer certifies that to the best of its knowledge, all responses are true, correct and complete. ASU reserves the right to contact each and every reference or contact name listed below and shall be free from any liability to Proposer for conducting such inquiry.

- 5.1** Provide legal name and address of company or corporation.
- 5.2** Provide a detailed description of similar services completed or goods sold within the past five years. Include a description of services provided or goods sold, budget and timeline performance, and key personnel involved.
- 5.3** Provide an executive summary that provides a concise summary of the products and services proposed, delineating why each represents the best solution to meet the RFP requirements. Provide a brief history of the company.
- 5.4** Provide a copy of the licenses, certifications, and permits, (etc. if applicable).
- 5.5** Provide a resume for each of the proposed key personnel highlighting relevant past experience.
- 5.6** Provide balance sheets or financial reports for the past two fiscal years. ASU may consider the Proposer's financial capacity to provide the requested goods or services.
- 5.7** Provide the number of college/university accounts currently managed and serviced.

- 5.8 Provide three professional references (key contact names, titles, email, and telephone numbers) that have direct knowledge of your ability to provide goods or services outlined in this RFP.
- 5.9 Provide any details of all pending litigation or claims filed against your company in the past ten years that would negatively impact your company's performance under a Contract with ASU.
- 5.10 Is the Proposer (including any parent companies) currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 5.11 Is the proposer (including any parent companies) currently in default on any loan Contract or financing Contract with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 5.12 Is the Proposer unable to agree to any of the General Terms and Conditions (Section 6 of the RFP)? If the proposer takes exception to any of ASU's General Terms and Conditions, the Proposer must submit those exceptions as part of its Proposal to this questionnaire.

SECTION 6 GENERAL TERMS AND CONDITIONS

6.1 General

By your signature on the proposal submitted in response to this RFP, you agree to be bound by these General Terms and Conditions, which will be made a part of and govern any Contract/purchase orders resulting from this RFP. For reference purposes, an example contract (Exhibit 2) is provided. In addition, ASU purchase order terms and conditions posted on the [ASU Purchasing Office](#) website shall apply to all purchases of goods and services by ASU.

6.2 Publicity

Vendor agrees that it shall not publicize a Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of ASU's name or protected marks in connection with any sales promotion or publicity event without the prior express written approval of ASU.

6.3 Independent Vendor Status

This Contract does not form a joint venture or partnership. ASU will not be responsible for the Federal Insurance Contribution Act payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payment, nor will ASU furnish medical or retirement benefits or any paid vacation or sick leave. Vendor is responsible for conduct of its business operation.

6.4 Subcontractors

Subcontractors providing services under the Contract shall meet the same requirements and level of experience required of the Proposer. No subcontractor under the Contract shall relieve the Proposer of the responsibility for ensuring the requested services are provided. Proposers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted proposals and shall pay vendors in compliance with Texas Government Code §2251.022h. If selected by ASU, vendor will not delegate any of its duties or responsibilities under this RFP or the Contract to any

subcontractor, except as expressly provided in the Contract.

6.5 Insurance Requirements

6.5.1 The vendor agrees to furnish insurance certificates reflecting the following coverage:

Commercial General Liability	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1000,000
Medical Payments (Any One Person)	\$5,000
Liquor Liability (if applicable)	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection (if applicable)	Statutory
Workers' Compensation	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Disease (Policy Limit)	\$1,000,000
Crime Coverage (if applicable)	50% of the contract value or \$100,000, whichever is greater

NOTE: An umbrella policy may be used to reach required limits.

6.5.2 Additional Insured, Subrogation

All policies must include a waiver of subrogation favoring ASU. With the exception of the Workers' Compensation and Professional Liability policies, ASU shall be an additional insured on all policies.

6.5.3 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, the vendor shall furnish the Contracting Office with certificates of insurance in a form acceptable to ASU's Risk Manager, certifying that the vendor carries the required insurance policies and coverage. The certificates shall be sent to the Contracting Office, ASU Station #11037, San Angelo, TX 76909.

6.5.4 Notification of Cancellation

Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30)-days' prior written notice of modification or cancellation is given to ASU's Contracting Office. In the event the vendor receives notice of modification or cancellation of any of the policies required under the Contract, then prior to the effective date of modification or cancellation of the policy, the vendor shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to ASU's Risk Manager. If the vendor fails to obtain such an insurance policy, ASU may immediately terminate the Contract without further notice to the vendor.

6.6 Acceptance of Products and Services

All Goods and Services provided under any resulting Contract will be to the satisfaction of ASU and in

accordance with the Specifications, terms, and conditions of the Contract. ASU reserves the right to inspect the Goods or Services performed and to determine the quality, acceptability, and fitness of such Goods or Services. No payment made by ASU will (a) be construed to be final acceptance or approval of that part of the Goods or Services to which the payment was made, or (b) relieve Contractor of any of its duties or obligations under the Contract.

6.7 Infringement of Patents and Copyrights

The vendor agrees to protect ASU from claims involving infringement of patents or copyrights. If applicable to any awarded Contract, Vendor will defend, at its expense, any proceeding against ASU ("Claim") to the extent such Claim is based upon an allegation that Vendor's product, as of its delivery date under the Contract, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Vendor will indemnify ASU for any judgments, settlements and reasonable attorney fees resulting from a Claim.

6.8 Taxes

6.8.1 ASU, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The vendor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

6.8.2 The vendor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The vendor shall be responsible for and pay all social security, unemployment insurance, old age retirement and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor.

6.9 Technology Access

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly the vendor represents and warrants to ASU that the technology provided to ASU for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternative to mouse commands and other means of navigating graphical displays, and customizable display appearance.

6.10 Federal Funding

6.10.1 This Contract may be funded wholly or partially with federal funds. The Proposer shall comply with all applicable provisions of federal law. ASU utilizes <https://www.whitehouse.gov/omb/information-for-agencies/circulars/> and <http://www.gsa.gov> for all federal guidelines.

6.10.2 The Contractor certifies that the Contractor and/or principals are not presently debarred, suspended,

proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

6.11 Time of Performance

Time is of the essence in the rendering of services and delivery of products under a Contract. Vendor agrees to perform all obligations and render services on the schedules set forth in this proposal.

6.12 Default

In the event that the vendor fails to carry out or comply with any of the terms and conditions of the Contract, ASU may notify the vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, ASU shall have the right to cancel the Contract upon thirty (30) days written notice.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by ASU shall not limit any other right or remedy available to ASU at law or in equity.

6.13 Termination

6.13.1 The Contract may be terminated, without penalty, by ASU, with or without cause by giving at least thirty (30) days written notice of such termination. Upon award, the Contract is subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

6.13.2 The Contract is subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

6.13.3 The Contract may be terminated by either the vendor or by ASU upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, Contracts or conditions hereof, and such failure is not cured during such thirty (30) day period.

6.13.4 ASU may terminate the Contract immediately without further notice if the vendor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.

6.13.5 In no event shall such termination by ASU as provided for under this section give rise to any liability on the part of ASU including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. ASU's sole obligation hereunder is to pay vendor for products or services received prior to the date of termination.

6.14 Contract Amendments

No modification or amendment to any awarded Contract shall become valid unless agreed to by ASU in

writing and signed by both parties. All correspondence regarding modifications or amendments to an awarded Contract must be forwarded to the ASU Contracting Office for prior review and approval. Only the Executive Director of Contracts & Materials Management or his/her designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed the original Contract or a person with institutional approval authority.

6.15 Access to Documents

The vendor shall maintain records generated pursuant to this Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered, or until final resolution of any proceedings arising out of the Contract, whichever date is later in time. To the extent applicable to this Contract, in accordance with Section 1861(v)(1)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., vendor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Contract, access to this Contract and its books, documents, and records; and Contracts between vendor and its subcontractors or related organizations, including books, documents and records relating to same, by ASU.

6.16 Right to Audit

6.16.1 The vendor understands that acceptance of funds under any Contract awarded from this RFP acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

6.16.2 ASU or TTUS shall have the right, at its sole cost, to engage an independent third party to audit the financial records of a vendor pertaining to any awarded Contract for the preceding twelve (12) month period. Such audit shall be completed by TTUS or its representatives at the vendor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. In the event such audit reveals any underpayment to or overpayment by ASU, the vendor shall promptly pay the amount to ASU. If such audit reveals any overpayment to or underpayment by ASU, ASU shall promptly pay the amount to the vendor.

6.17 Confidentiality

Contractor and ASU acknowledge that they or their employees may, in the performance of the resultant Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or ASU unless required by law.

During the course of providing contracted services, Contractor may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that Contractor has access to "education records" under the Contract, it is deemed a "school official," as each of these terms are defined under FERPA. Contractor agrees that it shall not use education records for any purpose other than in the performance of the Contract. Except as required by law, Contractor shall not disclose or share education records with any third party unless permitted by the terms of the Contract or to Subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Contractors under the Contract.

Contractor shall not make available information on any student, faculty, or staff member for marketing purposes.

6.18 Severability

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

6.19 Non-Waiver of Defaults

Any failure of ASU at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of ASU at any time to avail itself of same.

6.20 Assignment

Neither the resulting Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by ASU. Vendor shall not subcontract any portion of services encompassed by the Contract without ASU's prior written approval. ASU shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

6.21 Texas Public Information Act

All information, documentation, and other material submitted by vendor for and under this Contract are subject to public disclosure under the Texas Public Information Act, Texas Government Code, Chapter 552 ("PIA"), or as otherwise required by applicable law or judicial order. Vendor is hereby notified that ASU strictly adheres to the PIA and the interpretations thereof rendered by the courts and Texas Attorney General ("AG"). ASU will use best efforts to maintain the confidentiality of all Contractor-submitted information except where ASU is required to disclose it under the POA or other applicable law or judicial order.

6.22 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under Chapter 62.151 of the Texas Code Of Criminal Procedure who intend to work on any campus of ASU for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the Angelo State University Police Department (ASUPD) within 7 days of beginning work on any campus of ASU. In addition, such sex offenders are required to notify ASUPD within seven (7) days of terminating work on any campus. Therefore, if employees and/or agents of vendors and subcontractors will be performing work on any ASU campus, it is the vendor's responsibility to comply with this requirement. For additional information, please contact ASUPD at 1702 W. Avenue N, San Angelo, TX 76909 or call 325-942-2071.

6.23 Disclosure of Interested Parties

As applicable and pursuant to Texas Government Code § 2252.908, the Contractor must complete Form 1295 for certification and filing with the Texas Ethics Commission no later than thirty (30) days after the effective date of the Contract. The form is found at <https://www.ethics.state.tx.us/index.html>.

6.24 Indemnification

The vendor agrees to and shall indemnify and hold harmless ASU, TTUS, its Board of Regents, officers, agents, employees, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the vendor in the performance and/or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the vendor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

6.25 Governing Law

Tom Green County, Texas shall be the proper place of venue for suit on or in respect of this Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

6.26 Iron or Steel Projects

To the extent this RFP or corresponding Contract relates to a project as defined Tex. Gov't Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Tex. Gov't Code §2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this Agreement must be produced in the United States (as defined in Tex. Gov't Code §2252.201(4)).

6.27 Israel Boycott

If this Contract will have a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTUS, and if Contractor is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2271, Contractor affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Contract. In this paragraph, the terms "company" and "boycott Israel" shall have the meanings described in Texas Government Code §808.001.

6.28 Energy Company Boycott

If this Contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds of TTUS, and if Contractor is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2274.002, Contractor affirmatively states it does not boycott energy companies and will not boycott energy companies during the term of this PO or Contract. In this paragraph, the terms "company" and "boycott energy companies" shall have the meaning described in Texas Government Code §809.001.

6.29 Contractor Certification

Contractor certifies that this Contract is not prohibited under Texas Government Code §2261.252(b) and agrees that if Contractor's certification is or becomes untrue, this Contract is void, and Contractor will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Contract, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

6.30 Dispute Resolution

The dispute resolution process provided for in the [Texas Government Code, Chapter 2260](#) shall be used, as further described herein, by ASU and the contracting party in an attempt to resolve any unresolved claim for breach of contract arising under the Contract and made by the contracting party.

- (a) A contracting party's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the contracting party shall submit written notice, as required by Subchapter B, to the Executive Director of Contracts & Materials Management. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of ASU and the contracting party that are otherwise entitled to notice under this Contract. Compliance by the contracting party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- (b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the contracting party's sole and exclusive process for seeking a remedy for an alleged breach of contract by ASU if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the contracting party consent to sue under Chapter 107 of the civil Practices and Remedies Code.
- (c) Neither the execution of this contract by ASU nor any other conduct of any representative of ASU relating to the contract shall be considered a waiver of ASU's sovereign immunity to suit.
- (d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect ASU's right of ability to bring suit against the contracting party for disputes arising under this Contract, nor will it affect ASU's ability to assert all claims and defenses in a lawsuit.
- (e) Pursuant to Chapter 2260, the submission, processing and resolution of the contracting party's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by ASU the contracting party shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the contracting party may suspend performance during the pendency of such claim or dispute if the contracting party has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

SECTION 7 **AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE**

Signing this proposal with a false statement is a material breach of Contract and shall void the submitted proposal or any resulting Contracts, and the Proposer may be removed from all proposal lists. By signature hereon affixed, the Proposer hereby certifies that:

- 7.1 The Proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Proposer agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

- 7.3 Pursuant to § 231.006, Family Code, re: child support, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated, and payment may be withheld if this certification is inaccurate.
- 7.4 The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 7.5 The Proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 7.6 Neither the Proposer nor the firm, corporation, partnership or institution represented by the Proposer, or anyone acting for such vendor, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 7.7 The Proposer certifies that the Proposer and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 Under § 2155.006(b) of the Texas Government Code, ASU may not accept a Proposal or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five-year period preceding the date of the Proposal or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by § 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by § 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.
- 7.9 Proposer agrees to comply with Government Code 2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 7.10 Pursuant to Texas Gov't Code Section 2270.001, Proposer affirmatively states that it does not boycott Israel. Additionally, Proposer shall not engage in a boycott of Israel during the term of the resulting Contract.
- 7.11 To the extent this RFP relates to a project as defined Tex. Gov't Code §2252.201(5) (a project to construct, remodel, or alter a building, structure, or infrastructure; to supply material for such a project; or to finance, refinance, or provide funds for such a project), and no exemption in Tex. Gov't Code

§2252.203 applies, any iron or steel product produced through a manufacturing process and used in the project that is the subject of this RFP must be produced in the United States (as defined in Tex. Gov't Code §2252.201(4)).

7.12 Proposer certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, Proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

7.13 The proposal must include the name and Social Security Number of each person maintaining an ownership interest of 25% or more of the business entity submitting the proposal. Vendors that have pre-registered this information on the Texas General Services Commission Centralized Master Bidders' List will be deemed to have satisfied this requirement.

NAME

SSN

7.14 Conflict of Interest Summary

7.14.1 The Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Proposer that is a sole proprietorship, the officers or directors of the Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an officer or employee of ASU, on the other hand, and

7.14.2 The Proposer, and any executives, managers, or employees of the Proposer have not been an employee of ASU or ASU System within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of ASU is employed by the Proposer, that information shall be submitted in 7.13.

7.14.3 An officer or employee of ASU may not be in any dual employment positions that would result in a conflict of interest or conflict of commitment in relation to his or her position at ASU. If such circumstance arises, the officer or employee shall remove himself or herself from the process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the Executive Director of Contracts & Materials Management. An ASU department may not hire a Contractor to provide Goods or Services if a current ASU officer or employee of such department is also employed by such Contractor; a

current officer or employee of such department has a direct or indirect ownership interest in such Contractor; or the hiring of such Contractor would result in the furtherance of any private interest or gain for a current officer or employee of such department. If any owner of any such Contractor who provides Goods or Services to ASU is an ASU employee, compliant payment to any Contractor classified as a sole proprietorship or an individual shall be made through the Payroll Services department as additional compensation.

7.14.4 ASU shall not enter into a Contract that requires Regents’ approval prior to execution or has a value of at least \$1 million without the requisite disclosures by potential Contractors. Texas Government Code § 2252.908.

7.14.5 Proposer certifies that this Proposal is not prohibited under Tex. Gov’t Code §2261.252(b) and agrees that if Proposer’s certification is or becomes untrue, this Proposal is void, and Proposer will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Proposal, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

All disclosures by Proposer in connection with this affirmation will be subject to administrative review and approval before ASU enters into a Contract with Proposer. Any violation of this conflict of interest policy may result in immediate cancellation of any resulting Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

7.15 Conflict of Interest Affirmation:

By signing and submitting the Proposal, the Proposer confirms that it acknowledges compliance and has provided all relevant information required below.

- Represent and warrant that Proposer’s provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.

Former Employee Name

ASU Department

- Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

Actual or Proposed Personnel

Related Party

- Represent and warrant that Proposer has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.
- Verify that the Contractor or any of the Contractor’s principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with ASU or TTU System. ASU may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

Proposer Information and Signature

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Proposer and to bind Proposer under any Contract that may result from the submission of Proposer’s proposal.

By signing the proposal, the vendor certifies that if a Texas address is shown as the address of the vendor, the vendor qualifies as a Texas Resident Bidder, as defined in 34 TAC sec.20.38.

Payee Identification Number (PIN): _____

Sole Proprietor should also enter social security No.: _____

Proposer/Company: _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Signature (INK): _____

Other Preferences as defined in 34 TAC sec. 20.38 (check any that are applicable)

- () Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- () Agricultural products produced or grown in TX
- () Agricultural products and services offered by TX bidders
- () USA produced supplies, materials, orequipment
- () Products of persons with mental or physical disabilities
- () Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- () Energy efficientproducts
- () Rubberized asphalt pavingmaterial
- () Recycled motor oil andlubricants
- () Products produced at facilities located on formerly contaminated property

() Products and services from economically depressed or blighted areas

THIS EXHIBIT MUST BE COMPLETED, SIGNED, AND RETURNED WITH VENDOR'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXHIBIT WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Submission Checklist:

1. _____ HSP Documentation (**required/signed**)

2. _____ Section 3: Proposal Contents/Details

3. _____ Section 5: Proposer's Questionnaire

4. _____ Certificate of Insurance

5. _____ Affirmation and Conflict of Interest Disclosure (**required/signed**)