Workforce Solutions Greater Dallas is an equal opportunity employer/program.  Auxiliary aids are available upon request, for persons with disabilities. TTY:214-745-1054.  Funding received by the TWC and through the Departments of Labor, Health, Education and Agriculture. 100% of paid costs would be from Federal Funds.  It is not anticipated that non-governmental funds will be involved.

***Request for Proposals (RFP)***

***Copiers***

**Tuesday, July 12, 2022**

***About Us***

*Workforce Solutions Greater Dallas (WFSDallas) is a non-profit organization that administers and acts as fiscal agent for programs consolidated at the local level and is responsible and accountable for the management of all workforce development funds made available to the local workforce development area. WFSDallas administers contracts and activities with a budget of approximately $200M annually. WFSDallas is a tax-exempt organization. Please see our WFSDallas website (*[*www.wfsdallas.com*](http://www.wfsdallas.com)*) to learn more about workforce programs, our governance and Board of Directors, and other pertinent information.*

*This Request for Proposals for Copiers may cover any modifications to locations for services in this RFP or any existing location expansions/new locations/re-location of any of the existing locations in the future.*

*This RFP solicitation is conducted to comply with federal competitive procurement procedures. It contains the necessary background, requirements, instructions, and information for responding to this RFP.*

***Services Solicited***

WFSDallas seeks proposals from qualified vendors to supply, deliver, install, test, and maintain approximately thirty-eight (38) new Multifunctional Digital Office Equipment devices (i.e., copiers/printers). The number of copiers may fluctuate slightly based on needs within the workforce system. The leased and/or purchased copiers and printers will be located at WFSDallas administrative and workforce solutions offices as well as Adult Education and Literacy (AEL) locations throughout Dallas, County, Texas.

Bidders must ensure that all equipment devices are the latest and new production models (not refurbished, reconditioned, or previously used). Additional information is outlined below which includes general specifications, additional specifications, network connectivity requirements, other lease and/or purchase contract understandings and locations for the 38 new Multifunctional Digital Office Equipment devices.

**General Specifications for all Equipment** *(Please note that these specifications are applicable to all devices requested in the RFP except for* ***compact multifunction laser printer****.)*

* access codes
* auto cassette change
* auto magnification selection
* auto paper select
* automatic document feeder, equipped with dual side scanning at 160 image per minute scanning
* auto reset (i.e., to reset to default settings)
* auto sort
* auto job start
* automatic shut off
* compression method, JPEG or STAR compression
* cover sheet mode
* centering
* display, diagonal touch screen in color
* dual page copying
* duplexing: single pass duplex scan
* document storage (minimum 100 locations)
* electronic sorting
* energy saver energy star compliant
* fax modem, 1-line standard
* hard drive size, minimum 250 GB with encryption and overwriting security
* image shift
* interrupt
* job memory
* job present
* LDAP search
* memory size, minimum 2GB RAM
* printing resolution, 1200 x 1200
* proof copy
* reduction/enlargement, 25% to 400% in .001 increments
* network interface card, 10/100/1000 MEGABIT Ethernet network card
* scan to email, FTP
* scan resolution, 600 x 600 dpi
* secure print feature/mode
* service maintenance modules
* sheet insertion mode
* stack feed bypass (minimum 50 sheets)
* text/photo mode
* touch screen panel
* weekly timer (a power save setting feature that causes the machine to automatically turn off at a certain time if not in use)
* user authentication
* x-y zoom
* 2 in 1, 4 in 1, and 8 and 1 copy mode
* 50 stapling finisher

**Additional Specifications**

* The ability with the touch of a single button to combine different functions.
* The ability to have equipment collaborate (interface) with other equipment.
* Digital signatures.
* The ability to integrate with Adobe live cycle (HTML, PDF, XML).
* The ability to print/scan to mobile devices. This refers to the WFSDallas’ wireless network.

**Network Connectivity Requirements**

* Operating system support, include support for Windows Server 2016 and 2019, Windows 10 or newer, and apple Macintosh OS10.5.8 or later.
* Network interface, support for 1000baseT Ethernet through integrated 10.100/1000 Mbps network card with an RJ45 connection.
* Networks protocols supported, include support for TCP/IP, ethertalk, and LPR/LPD network protocols.
* PCL (printer control level) level 6
* Printer controller, include integrated print controller with adequate memory buffer to serve as a full document spooler and processor. The equipment should be capable of accepting up to 200 page single side document into memory for RIPing and output.
* Security/tracking capability, integrated software that will allow equipment to require an ID or access code before copying/printing can begin. The software should be able to track usage for each code, print usage reports, and data exported to a PC.

# Lease Contract is to include the following terms and conditions:

* All machines will be on a thirty-six (36) month lease, and the vendor should give an exact starting and ending period of the lease (month/day/year).
* No automatic renewal after the expiration date of the 36-month lease agreement. The service may continue on a month-to-month basis without having to contact the lease company of intent not to renew the services.
* No third-party leasing is allowed.
* Lease price must be fixed for term of agreement/lease.
* 30-day notice for cancellation of service agreement.
* Hard Drive – At the end of the lease and for security purposes, any and all customer information will be erased from the Hard Drive and a signed certificate validating this process will be provided to customer.
* The maintenance/service agreement must cover the entire period of the lease (36 months) and should include all supplies, service, and repair. Supplies include toner, waste toner and staples, as applicable. For purposes of this RFP, supplies exclude paper.
* Lease must contain a clause that ensures that if the Board were to lose funding for this system, the Board could return the copiers and/or terminate the contract without penalty.
* The lease must be a Fair Market Value Lease, with terms of the lease clearly stated, with no hidden costs.
* Property tax must be included in the monthly lease cost.
* The quote must include all delivery and set-up charges, and any removal charges at the termination of the lease.
* Service Response Time Guarantee – bidder must state in writing the maximum time for onsite response for service calls. The response time should include the time it takes a service technician to physically arrive onsite for a service call.
* OEM requires all vendors to only use original parts and toner – warranties can be voided by use of generic parts and toner.
* No late or return fees – If selection of different bidder to provide the service, existing vendor equipment must be picked up at no expense to the WFSDallas.

**Purchase Contract is to include the following terms and conditions:**

* All machines will be purchased for ownership with the manufacturer’s warranties.
* All machines will be maintained by a maintenance service agreement.

***DESCRIPTION OF COPIERS/PRINTERS***

**WFSDallas** has an administrative office, seven (7) workforce solutions offices and Adult Education & Literacy (AEL) locations. All current locations are subject to re-location or addition of new locations, pending discretion of the Board. Approximate quantity and specifications for devices include:

1. **29** multifunction laser copier machines: black/white copying/printing/scanning only, and a 55 ppm (page per minute) speed. Internal finisher and fax board/kit installed and should meet general specifications above. Paper capacity - minimum of 3,650 total sheets, and option for LCT (large capacity tray) minimum 2,500 sheets. Monthly Copy Allowance: 30,000 black/white per device
2. **2** compact multifunction laser printer, black/white copying/printing only, a 35-ppm speed. Paper capacity - minimum of 650 total sheets, and option for additional tray minimum 500 sheets.
3. **4** multifunction laser copier machines: color and black/white copying/printing/scanning, 65 ppm for black/white, 50 ppm for color and fax board/kit installed. Internal finisher and should meet general specifications above. Paper capacity - minimum of 3,650 total sheets, and option of LCT (large capacity tray) minimum 2,500 sheets.

Monthly Copy Allowance: 30,000 black/white per device; 15,000 color per device

1. **3** multifunction laser copier machines: color and black/white copying/printing/scanning, 65 ppm for black/white and 50 ppm for color. Internal finisher and should meet general specifications above. Paper capacity - minimum of 3,650 total sheets, and option of LCT (large capacity tray) minimum 2,500 sheets.

Monthly Copy Allowance: 30,000 black/white, 15,000 color

***Administrative, Workforce Solutions offices, and AEL locations (****subject to modification, relocation, or addition of new center locations):*

* **Administrative Office -** Ross Tower, 500 N. Akard Street, Suite 3030, Dallas, Texas 75201
* **Garland Workforce Center**, 217 N. Tenth Street, Garland, Texas 75040
* **Grand Prairie Workforce Center**, 801 S. State Highway 161, Ste. 500, Grand Prairie, Texas 75051
* **Greenville Workforce Center**, 6500 Greenville Ave., Suite 250, Dallas, Texas 75206
* **Irving Workforce Center** Workforce Solutions Office, 2520 W. Irving Blvd., Suite 100, Irving, TX 75061
* **Opportunity Workforce Center**, 1610 S. Malcom X Blvd., Suite 201, Dallas, Texas 75226
* **Pleasant Grove Workforce Center** 1125 South Buckner Road, Dallas, Texas 75217
* **Redbird Workforce Center**, 3560 W. Camp Wisdom Road, Suite 110, Dallas, Texas 75237
* **AEL Location:** 911 N. Morocco Ave., Dallas, Texas 75211
* **AEL Location**: 1402 Corinth St., Rm 1113, Dallas, Texas 75215

***Administration of This Request for Proposals (RFP)***

The RFP is issued 1:00 p.m. CDT, Tuesday, July 12, 2022, and available to download from the Board’s website: <http://www.wfsdallas.com/doing-business>. If you are unable to download the RFP, please contact: procurement@wfsdallas.com or (214) 290-1000.

The package contains all the necessary information and forms to respond to in this Request for Proposals (RFP). A response to this RFP must include all items listed in the section below “**Proposal Submission Information**”.

Proposals must be in accordance with instructions in the RFP. Please type directly into the text fields within the section, “Proposal Submission Information”. Proposals must be officially received by WFSDallas staff to: procurement@wfsdallas.com no later than 12 p.m. CDT on August 11, 2022. **Any proposals or amendments received after the August 11, 2022, deadline will not be considered, but will be deemed late and non-responsive to this RFP procurement process**. **Late proposals or amendments will be returned without review**. WFSDallas is not responsible for any technology issues. No faxed proposal will be accepted.

***Bidders’ Conference***

There will be no bidders’ conference. Questions will be received at the procurement@wfsdallas.com and posted on the website at <https://www.wfsdallas.com/doing-business> All questions must be received at procurement@wfsdallas.com no later than 12:00 p.m. CDT on July 21, 2022 All responses will be posted on July 22, 2022, by 5:00 p.m. CDT.

***Funding***

All funding is conditional upon the availability of grant funds. Funds available through the U. S. Departments of Labor, Health, Education and Agriculture, and the Texas Workforce Commission.

***Agreement Type/Service Period***

The executed agreement because of this RFP process will be a vendor agreement, if leasing or purchasing copiers, unless another type is determined by the WFSDallas to be more advantageous. The anticipated agreement for the Copiers will be for a **36-month period,** effective from the start date for the services. WFSDallas may extend the agreement for up to one year. The total terms of an agreement to provide Copiers shall not exceed four (4) years. Offers to extend agreements are at the sole discretion of the WFSDallas, based on satisfactory performance, compliance with contractual obligations, and other factors as determined by the Board. WFSDallas reserves the right to terminate the contract annually or earlier based on contractor performance and compliance with contractual terms and conditions.

***Method of Procurement***

The services solicited under this RFP shall be procured under the competitive negotiation method of procurement, via the process as described in the Texas Workforce Commission (TWC) Financial Manual for Grants and Contracts (FMGC), and Board policy. The Board’s intention is to negotiate a cost reimbursement contract with the successful bidder.

***Eligible Bidders***

Any vendors with a record of integrity and good business ethics (i.e., not debarred from doing business with state, federal or local government), able to meet the technical specifications for quality and other terms of this proposal package and offering service locations within Greater Dallas are invited to respond. **Please note that the vendor currently providing services and products/supplies to WFSDallas must submit a proposal for consideration to provide services and products/supplies in the future.**

***Governing Provisions & Limitations***

1. The main purpose of this RFP is to ensure uniform information in the competitive solicitation of proposals and **procurement of Copiers**. This RFP is not to be construed as a purchase agreement or contract, or as a commitment of any kind; nor does it commit the Dallas County Local Workforce Development Board, Inc. to pay for costs incurred in the preparation of a response, or any other costs incurred prior to the execution of a formal contract, unless such costs are specifically authorized in writing by the Board.
2. The Board reserves the right to accept or reject any or all proposals received, cancel and/or reissue this RFP in part or its entirety.
3. ***Public Disclosure of Proposal Information*** - this is a negotiated procurement utilizing the request for proposal method, and as such, the selection and award of a contract does not have to be made to the respondent(s) submitting the lowest priced offer, but rather to the respondent(s) submitting the most responsive proposal that satisfies the Board’s requirements and is determined to be in the best interest of the Board.

Workforce Solutions Greater Dallas is a State of Texas appointed Local Workforce Development Board. Proposals submitted will not be returned and are subject to the Texas Public Information Act located in Chapter 552 of the Texas Government Code (the “PIA”) and may be disclosed to the public upon request. Subject to the PIA, proposers may protect trade secret, proprietary and confidential information from public release. If a proposer does not desire proprietary or confidential information in its proposal to be disclosed, proposer is required to identify all proprietary or confidential information in its proposal. This identification must be done by individually marking each page with the words "Confidential Information" on which such proprietary or confidential information is found. If the proposer fails to identify confidential information, proposer agrees that, by submission of its proposal, those sections shall be deemed non-confidential and made available in response to any public request.

Proposers are advised that Workforce Solutions Greater Dallas, to the extent permitted by law, will protect the confidentiality of submitted proposals. However, proposers shall consider the implications of the PIA, particularly after the request for proposals process has ceased and the contract award has occurred. While provisions in the PIA may apply to protect confidential information, proposers are further advised that a determination on whether those standards have been met will not be made by Workforce Solutions Greater Dallas but must be decided by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, Workforce Solutions Greater Dallas will notify the proposer and the proposer may then request an opinion from the Attorney General pursuant to Section 552.305 of the Texas Government Code. Workforce Solutions Greater Dallas will not make a request for an opinion from the Texas Attorney General. Copyrighted proposals are unacceptable and are subject to disqualification as non-responsive.

1. The Board reserves the right to correct any error(s), omission(s) and/or make changes to this solicitation as it deems necessary.
2. The Board reserves the right to negotiate the final terms of all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the Board's local plan and impose additional requirements and refinements in the terms and conditions, scope of work, performance measures, and funding amounts during the course of any contract.
3. **All Board Directors, officers, and staff of the Board are precluded from entertaining questions concerning the proposal or this procurement process. Potential bidders, bidders and contractors are asked to respect these conditions by not making personal requests for assistance. No employee, member of a Board of Directors or other governing body, or representative of a bidder who submits a proposal under this RFP may have any contact outside of the formal review process with any employee of WFSDallas, or any member of the Board of Directors for purposes of discussing or lobbying on behalf of bidder’s proposal. This contact includes written correspondence, telephone calls, personal meetings, email messages, or other kinds of personal contact. WFSDallas will reject proposals of those bidders who violate this condition.**
4. The Board reserves the right to contact any individual, agency employer, or grantees listed in a proposal, and to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications; and to request additional information from all bidders.
5. The Board or its designee will conduct a review of records, systems, procedures, etc. of any entity selected for funding. This may occur prior to, or subsequent to, the award of a contract or agreement. Misrepresentation of the bidder's ability to perform as stated in the proposal(s) may result in cancellation of any contract or agreement awarded.
6. The Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the Texas Workforce Commission or other specific funding source.
7. **Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any** officer, member, employee of the Board, for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
8. **No** **Board Director, officer, or employee of the Board shall participate in the selection, award or administration of a contract supported by Board funds if a conflict of interest, real or apparent, would be involved**.
9. **Bidders shall not engage in any activity which will restrict or eliminate competition.** Violation of this provision may cause a bidder to be disqualified. This does not preclude joint ventures or subcontracts.
10. All proposals submitted must be an original work product of the bidder. The copying, paraphrasing or otherwise using of substantial portions of the work product of others and submitted hereunder as original work of the bidder is not permitted. Failure to adhere to this instruction may cause the proposal(s) to be disqualified and rejected.

N. The contents of a successful proposal may become a contractual obligation and be incorporated by reference if selected for award of a contract. Bidders must intend to fulfill all of the representations made in this proposal. Failure of the bidder to accept this obligation may result in cancellation of the award. **No plea of error or mistake shall be available to successful proposer(s) as a basis for release of proposed services at stated price/cost.** Any damages accruing to the Board as a result of the bidder's failure to contract may be recovered from the bidder.

1. A contract/agreement with the selected provider may be withheld, at the Board's sole discretion. If issues of contract or regulatory compliance, or questioned/disallowed costs exist, a contract may be withheld until such issues are satisfactorily resolved. Award of contract may be withdrawn if resolution is not satisfactory to the Board.
2. Subcontracting, while not encouraged, may be appropriate where an outside subcontractor provides specialized expertise or technical resources not otherwise available to the proposing organization. However, any subcontractors must be specified in the proposal narrative, selection must be consistent with Board standards for competitive procurement, and all costs in compliance with applicable cost principles of the specific funding source. All contract provisions and federal, state, or Board standards that apply to Contractors must be followed by all subcontractors.
3. All contractors/vendors shall be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802 by: maintaining fiscal integrity; maintaining appropriate insurance requirements; comply with all federal, state, and regulations regarding conflict of interest; refrain from using nonpublic information gained through a relationship with the Commission, TWC employee, Board or Board employee to seek or obtain financial gains that would result in a conflict of interest or appearance of a conflict of interest; promptly disclose in writing any conflict of interest; not employ/compensate a former board employee who was in a decision making position and was employed or compensated by the Board anytime during the last twelve (12) months.

***Selection Process***

Selection shall be in accordance with the principles stated in the Board's plan and State plans, as well as other applicable laws, regulations and policy issuances from Federal, State, and Local entities. The selection and award of a contract(s) shall be made only to “responsible contractors” who have the demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial and technical resources, established management and monitoring systems; ability to meet the requirements of this RFP, the laws and regulations of specific funding sources; and the Board’s plan.

1. A consideration in selecting vendors to deliver services shall be the demonstrated performance of the agency or organization in delivering comparable or related services. Performance in this or similar activities shall be considered when awarding points for demonstrated performance. Other performance with this Board will be considered in evaluation of proposals received in response to this RFP.
2. Funds provided under this RFP **shall not be used to duplicate facilities or services available** in the area (with or without reimbursement) from the Federal, State or local sources, unless it is demonstrated that alternative services or facilities would be more effective or more likely to achieve the local workforce development area’s performance goals.
3. The proposal review process will include: evaluation, rating, and ranking of proposals by professional staff or qualified outside evaluators using the general criteria specified below. The proposal review process will also include review, approval to negotiate and selection for award of contract by the Board of Directors.
4. The selection shall be made on a competitive basis to the extent practicable, and shall include:
* Determination of the contractor’s ability to provide services established by the Board.
* Documentation of compliance with procurement standards established by the TWC presented in the chapter 14 of the Financial Manual for Grants and Contract (FMGC), including the reasons for selection.
1. Award shall be made only to "Responsible Contractors" who have demonstrated competence and qualifications, including: a satisfactory record of past performance, contractor integrity and business ethics; fiscal accountability; financial, technical resources, established management and monitoring systems and the ability to meet requirements of this RFP, the laws and regulations of the specific funding source(s), and the Board's Annual Plans.
2. Contractors not complying with Section 504 of the Rehabilitation Act of 1973 and the Federal Drug-Free Workplace Act of 1988, and those not prepared to comply with the Americans with Disabilities Act shall not be awarded a contract.
3. The successful contractor will be required to maintain automated and/or paper records of customer activity, financial management, property, procurement, plans, policies, procedures, internal and external evaluations, and performance for a period of three (3) years after acceptance of the Board closeout by TWC. In the event, the contract is not renewed or is terminated; the current contractor agrees to provide any and/or all of the identified records to the Board.
4. We will make an effort to utilize small, minority and female-owned or operated businesses, as vendors, and to allow such organizations maximum feasible opportunity to compete for award.
5. The Board reserves the right to accept, or reject any or all Proposals received, or to cancel in part or its entirety this Request for Proposals.
6. No contract/purchase agreement may be awarded until the bidder has complied with Executive Order 12549, 29CFR, Part 98 by submitting to the Board a signed Certification of Debarment, which states that neither the Vendor, nor any of its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a procurement by any Federal department or agency.
7. Bidders shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer, member, employee or agent of the Board, for the purpose of or having an influencing effect toward their own proposal or any other proposal submitted hereunder.
8. Bidders shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.
9. Prior to award of any contract/purchase agreement, a Bidder must sign a “Certification Regarding Conflict of Interest” stating adherence to the Board policy regarding free and open competition and conflicts of interest.
10. Contents of a successful bid can become a contractual obligation if selected for funding. Failure of the bidder to accept these obligations can result in cancellation of the award for contract/purchase agreement. The Board reserves the right to withdraw or reduce the amount of an award if there is misrepresentation of the bidder’s ability to perform as stated in the bid.
11. Board reserves the right to deem a proposal non-responsive or disqualify any proposal that, in its sole determination, does not comply with or conform to the terms, conditions, and/or requirements of this RFP.

***Proposal Evaluation Process***

WFSDallas assigns professional staff or qualified outside evaluators to read and evaluate each proposal. Parts of the scoring are scored independently by each reader; the final scores for those parts will be the average of the independent scores of all readers. All references are validated, and scores included in the evaluation process. WFSDallas may interview top scoring bidders before selecting a bidder for award of contract. For the final decision, WFSDallas reserves the right to depart from the strict ranking by evaluation scores, whenever it deems such departure will better serve the best interests of the WFSDallas and its constituents. A proposal must achieve an overall score of at least 70 points to be considered for selection. All proposals will be evaluated based on the criteria below:

**Proposal Narrative**

**Ability to provide Copiers and Demonstrative Experience/Qualifications 35**

Demonstrate company’s history including, but not limited to, resources and manpower,

the ability to match minimum specifications for copiers, qualifications and experience

of personnel who will be involved with services and products/supplies delivery, and

description of proposed services and products/supplies for the locations listed previously.

**Costs 65**

Cost submitted will be reviewed to determine that costs are reasonable, allocable

and allowable. Cost will be compared to other proposals to determine most competitive cost for

services and products/supplies. If costs are higher, is the additional cost justified by additional

expertise, qualifications and/or service quality.

***Proposer Inquiry and Appeal Process***

The Dallas County Local Workforce Development Board is the responsible authority for handling complaints or protests regarding the procurement and proposal selection process, and has established the following process for handling appeals of any procurement decisions:

**Step1**. **Request for Debriefing** -- Bidders not selected by this procurement process may appeal the decision by submitting, within 10 days of the receipt of Board notification of the procurement decision, a written Request for Debriefing to obtain information on the procurement process and how their proposal or offer was received and ranked. The Board shall acknowledge receipt of the Request for Debriefing in writing within 10 days of receipt, along with the date and time of the scheduled briefing. The briefing shall be scheduled, as soon as possible, and no later than 10 days from the receipt of the Request for Debriefing. (NOTE: The Board extends the courtesy of offering a briefing to any bidder who is not selected for funding; the 10 day time frame must be adhered to only if a bidder is considering an appeal.)

**Step2. Debriefing** -- The purpose of the debriefing is to promote the exchange of information, explain the proposal evaluation system, and help unsuccessful bidders understand why they were not selected. Debriefings serve an important educational function for new proposers, which hopefully, will help them to improve the quality of any future proposals. Materials provided in the debriefing include a blank copy of the proposal scoring sheet used by readers, spread sheet of rankings provided to the Board of Directors, and a summary of proposal scores. (Bidders who are selected for contract negotiations are offered similar feedback during contract negotiations.) Board staff will meet with the appealing party and review (a) the proposal evaluation process or the criteria for selection of sealed bids under RFPs or IFBs, and (b) how the appealing party's proposal or bid was scored or ranked. Bidders can gain a better understanding of the procurement process and how to improve their bids or proposals, while staff gets direct feedback to help improve future procurements.

**Step3. Written Notice of Appeal** -- If, after the debriefing, the appealing party wishes to continue with the appeals process they must submit to the Board a Notice of Appeal. This written notice must clearly state that it is an appeal and identify (a) the funding decision being appealed (i.e. specific date of RFP or IFB, or the Board action); (b) the name, address, phone and fax number (if available) of the appealing party(ies); and (c) the grounds of the appeal. The Board President must receive the Notice of Appeal within 15 days of the date of the appealing party's debriefing, in Step 2, above. The Notice of Appeal should be emailed to procurement@wfsdallas.com In the event a bidder must use mail or delivery service, please address to:

Procurement Appeal

Dallas County Local Workforce Development Board, Inc.

Ross Tower

500 N. Akard Street, Suite 3030

Dallas, Texas 75201

Written acknowledgment of receipt of the Notice of Appeal will be provided to the appealing party within five (5) working days of receipt of the Notice of Appeal. Such acknowledgment will include specific instructions for completing the appeals process and the date, time and place of the next step, **The Informal Hearing.**

**Step4. Informal Hearing –** Due to COVID19, an **Informal Hearing** will be held virtually **within 10 days of receipt of the Notice of Appeal.** The Hearings Officer will meet with the appealing party to discuss their concerns and the specific grounds of the appeal. The Hearings Officer may recommend to the Board President any appropriate actions, allowable under applicable rules and regulations and consistent with agency procurement policies, to resolve issues raised at the Informal Hearing. If the appealing party agrees, the appeal may be ended at this point.

**Step5. Request for Formal Hearing --** The appealing party, if not satisfied with the results of the Informal Hearing, must inform the Hearings Officer, in writing, no later than five (5) working days from the date of the Informal Hearing of the intent to proceed with the appeal. Within ten (10) days of receipt of this written request, the Hearings Officer will respond, in writing, to inform the appealing party of the time, date, and place of Step 6, the Formal Hearing.

**Step6. Formal Hearing --** The Formal Hearing shall be conducted within fifteen (15) days of the date of the Request for Formal Hearing. An independent hearing officer will conduct the Formal Hearing of the appeal. This hearing officer will consider the facts presented as grounds for the appeal and remedies requested. The hearing officer and staff or the appealing party may request additional information. After full review, the hearing officer will, at the next Board meeting, make its recommendation to the Board for final determination.

**Step7. The Board Decision --** The Board will render a decision no later than 60 days from the date of the Written Notice of Appeal. The Board decision shall be the final decision and end the appeals process at the local level.

In all instances, information regarding the protest/dispute will be disclosed to TWC. TWC Financial Manual for Grants and Contracts, Chapter 14, provides for limited appeals of any Board decisions:

"The Commission shall accept no protest or dispute appeal until all administrative remedies at the contractor level have been exhausted. Commission appeal review is limited to:

* Violations of federal law and regulations, and procurement standards established by federal regulations,
* Violations of State or local law shall be under the jurisdiction of State or local authorities, and
* Violations of Board's protest/dispute procedures or failure to review a protest or dispute shall be referred to such authority as may have proper jurisdiction."

**INSTRUCTIONS FOR SUBMITTING A PROPOSAL**

Emphasis must be placed on addressing all the requirements of this RFP in a clear and concise manner. Complete the text boxes below with Attachment C for your RFP response. This RFP is located at: <https://www.wfsdallas.com/doing-business> All proposals must be complete at time of submission.

PROPOSAL SUBMISSION - Proposals must be submitted according to the instructions regarding the response deadline of this RFP. **Regulations do not permit evaluation or consideration of proposals which are submitted after the RFP deadline**. Any modifications or amendments to a proposal already submitted must also comply with the submittal instructions and response deadline. Any proposals or amendments delivered/received after the deadline will not be considered but will be deemed late and non-responsive to this RFP and procurement process. WFSDallas is not responsible for technology issues in the submittal of proposal.

# PROPOSAL SUBMISSION INFORMATION

# RFP Copiers

### BIDDER INFORMATION

|  |  |
| --- | --- |
| **Organization Name submitting the Proposal**  |       |
| **Head of Organization**  |       |
| **Mailing Address** |       |
| **Physical Address (if different)**  |       |
| **Name and Title of Representative Completing Proposal**  |       Name       Title of Representative |
| **E-mail Address of Representative**  |       |
| **Telephone Number of Representative**  |       |
| **Name & Title of Designated Contact for Organization**  |       Name       Title of Representative |
| **E-Mail of Designated Contact** |       |
| **Telephone Number of the Designated Contact** |       |
| **Type of Organization**  |       Date Established      |
| **Federal EIN Texas**  |       |
| **Small Business**  |       Yes       No |
| **State Comptroller ID #** |       |
| **Certified as a historically underutilized business****If proposer is certified as a historically underutilized business, provide a copy of certification notice as attachment.** |       Yes       No |
| **Certifying Agency** |       |
| **Budget Amount** |       |

2. PROPOSAL NARRATIVE

 Ability to Provide Services and Products/Supplies, Demonstrated Experience & Qualifications (35 points)

|  |
| --- |
|  Describe your company’s history including, but not limited to: |
| Resources and manpower that will support the company’s quality of service in the marketplace.  |       |
| Record of providing services and products/supplies like those requested in this RFP.  |       |
| Experience and qualifications of staff who will be involved in providing services and products/supplies to WFSDallas.  |       |
| Sufficient information to ensure that proposed services and products/supplies comply with all limitations specified in this Request for Proposals.  |       |
| Describe your proposed services and products/supplies. Include a weblink if applicable. |       |
| Please provide a list of at least three customer references within Dallas County. This information should also include a contact person and phone number for each customer.  | Reference (1):      Reference (2):      Reference (3):       |

3. Cost (65 points)

**Copiers/Printers Pricing Sheet (Attachment C)**

Please complete the **Copiers/Printers Pricing Sheet (Attachment C)**.

*On Tab 1 of the spreadsheet, please indicate your cost to lease the copier, and Tab 2, of the same spreadsheet, indicate the costs to purchase the copier. WFSDallas is seeking services and products/supplies at the most competitive cost available, provided that the bidder can comply with all the limitations specified in this Request for Proposals. Your proposal will represent the total cost of services and products/supplies for all locations.*



### 4. Authorized Signature

***Certification of Bidder***

I certify that the information contained in this proposal, and any attachments are true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee of the Board, director or agent of the Board has assisted in the preparation of this proposal. I acknowledge that I have read and understood the requirements and provisions of the RFP, and that this organization will comply with Board policies and other applicable local, state, and federal regulations and directives governing this procurement process. I also certify that I have read and understand and will comply with the RFP terms; and furthermore, that I am authorized to sign this bid and submit it to the Dallas County Local Workforce Development Board, Inc. on behalf of my organization by authority of its governing body or owners. I authorize the Board to verify references and applicable data to conduct background checks, as necessary.

***Certification Regarding Debarment, Suspension, Ineligibility,***

***& Voluntary Exclusion Lower Tier Covered Transactions***

I have also reviewed and certify that my organization has not been debarred in accordance with Federal Regulations, implementing [Executive Order 12549](https://www.archives.gov/federal-register/codification/executive-order/12549.html), Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376). I certify that neither my organization nor its principals:

1. The prospective recipients of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, where the prospective recipient of Federal assistance funds is unable to certify to any statements in this certification, such prospective participant shall attach an explanation to this proposal;
2. Have, within a three-year period preceding this bid, 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 public (federal, state or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses;
4. Have had, within a three-year period preceding this bid, one or more public transactions terminated for cause or default,
5. Barred from participating in State contracts pursuant to Texas Government Code § 2155.077, as implemented by 34 TAC §§ 20.105 – 20.107; <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>; and
6. Barred from federal level using the U.S. General Service Administration’s System for Award Management (SAM) Exclusion Search Web Service (formerly the Excluded Parties List System or EPLS) accessible at <http://sam.gov>.

***Certification of Drug-Free Workplace Requirements***

*I certify that:*

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an ongoing drug-free awareness program to inform employees about -

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of this statement;

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

 Check *[*     *]* if there are workplaces on file that are not identified here. Not applicable.

 Place of Performance:

***Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreement***

I certify that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant local, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Certification Regarding Conflict of Interest***

In accordance with Governing Provisions and Limitations, I certify that:

(1) no manager, employee or paid consultant of the Proposer is a Director of the Board, the President, or a manager of the Board;

(2) no manager or paid consultant of the Proposer is a spouse to a Director of the Board, the President, or a manager of the Board;

(3) no Director of the Board, the President or an employee of the Board owns or controls more than a 10 percent interest in the Proposer;

(4) no spouse of a Director of the Board, President or manager of the Board is a manager, employee or paid consultant of the Proposer;

(5) no Director of the Board, President, or employee of the Board receives compensation from Proposer for lobbying activities as defined in federal laws or Chapter 305 of the Texas Government Code;

(6) Proposer has disclosed within the Proposal any interest, fact or circumstance which does or may present a potential conflict of interest;

1. should Proposer fail to abide by the foregoing covenants and affirmations regarding conflict of interest, Proposer shall not be entitled to the recovery of any costs or expenses incurred in relation to any contract with the Board and shall immediately refund to the Board any fees or expenses that may have been paid under the contract and shall further be liable for any other costs incurred or damages sustained by the Board relating to that contract.
2. Proposer shall comply with the standards of conduct stated in the Assurances and Certifications, Section 11 Conflict of Interest and be in accordance with Texas Administrative Code, Title 40, Part 20, Chapter 802above and with the conflict-of-interest provisions in OMB UG, UGMS, FMGC, and at 40 TAC §§ 802.21(c)-(d) and 802.41, regarding any contracts awarded under this RFP.

***Non-Discrimination and Equal Opportunity Certification***

I certify that this organization will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in Board policies and other regulations at the local, state and federal levels of governments. I will submit a copy of this organization’s Non-Discrimination and Equal Opportunity policy with the proposal.

***Texas Corporate Franchise Tax Certification***

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. I certify that the corporation entering this contract is current in its franchise taxes.

The undersigned authorized representative of the corporation contracting herein certifies that the following indicated statement is true and correct that the undersigned understands making a false statement is a material breach of contract and is grounds for contract cancellation.

*Indicate the certification that applies to your corporation:*

      The corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

      The corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

      Not applicable – bidder is not a corporation.

**Typed Name and Title of Authorized Organization Signatory**

***I certify that the information provided is accurate and true representation of the proposed services inclusive of costs. All forms submitted are considered a final bid.***

**SUBMISSION AUTHORIZATION**

Authorized Signatory Name       Title

Date signed:       Contact number:

Email Address:

***Organization Authorized Signature***:

