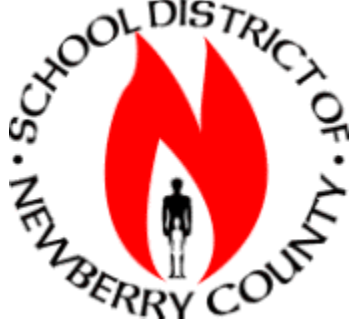


The School District Of Newberry County

Administrative Offices
3419 Main Street, Newberry, SC 29108



Request for Proposal: FIN 2020-001
Date Issued: October 14, 2020
Procurement Director: Bryan Gresham
Phone: (803) 321-2600
Fax: (803) 321-2604
E-Mail Address: bgresham@newberry.k12.sc.us

DESCRIPTION: Copier Services- District Wide

The Term "Offer" Means Your "Bid" or "Proposal". Must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER REFERENCING SOLICITATION NUMBER, DATE AND TIME OF OPENING, AND PROCUREMENT OFFICER'S NAME TO THE ADDRESS AT THE RIGHT:

MAILING AND PHYSICAL ADDRESS:
 The School District of Newberry County
 Attn: Procurement Coordinator Bryan Gresham
 PO Box 718 / 3419 Main Street, Newberry, SC 29108

SUBMIT OFFER BY: November 4, 2020 by 11:00 AM EST (See "Deadline For Submission Of Offer" provision)

NUMBER OF COPIES TO BE SUBMITTED: (1) original , (3) copies marked **COPY**

QUESTIONS MUST BE RECEIVED BY: October 26, 2020 by 10:00 AM EST (See "Questions From Offerors" provision)
ADDENDUM ISSUED: October 30, 2020 by 5:00 PM EST (See "Questions From Offerors" provision)

CONFERENCE TYPE: N/A
DATE & TIME:

LOCATION: N/A

INTENT TO AWARD & AWARD

Notice of Award and/or Intent to Award will be posted on the district website www.newberry.k12.sc.us November 6, 2020 by 5:00 PM EST

You must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of one hundred twenty (120) calendar days after the Opening Date.

NAME OF OFFEROR: (Full legal name of business submitting the offer)

AUTHORIZED SIGNATURE:

(Person signing must be authorized to submit binding offer to enter contract on behalf of Offeror named above.)

TITLE: (Business title of person signing above)

PRINTED NAME: (Printed name of person signing above)

DATE SIGNED

OFFEROR'S TYPE OF ENTITY:
 (Check one)

- Sole Proprietorship
- Corporate entity
 Federal ID # _____
- South Carolina Minority Vendor
 Minority Vendor # _____
- Other _____

Instructions regarding Offeror's name: Any award issued will be issued to, and the contract will be formed with, the entity identified as the offeror above. An offer may be submitted by only one legal entity. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, *i.e.*, a separate corporation, sole proprietorship, etc.

I. GENERAL INSTRUCTIONS TO OFFERORS

AMENDMENTS TO SOLICITATION: (a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors (b) shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by letter, or (3) by submitting a bid that indicates in some way that the offeror received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

AWARD NOTIFICATION: Notice regarding the District's intent to award a contract will be posted on the district's website www.newberry.k12.sc.us on **November 6, 2020 by 5:00 pm** If the contract resulting from this Solicitation has a total or potential value in excess of fifty thousand dollars, but less than \$ 100,000.00 such notice will be sent to all Offerors responding to the Solicitation and any award will be effective the day such notice is given. Should the contract resulting from this Solicitation have a total or potential value of one hundred thousand dollars or more, such notice will be sent to all Offerors responding to the Solicitation and any award will not be effective until the eleventh day after such notice is given

BID / PROPOSAL AS OFFER TO CONTRACT: By submitting Your Bid or Proposal, You are offering to enter into a contract with School District of Newberry County. Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed.

BID ACCEPTANCE PERIOD: In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing.

BID IN ENGLISH & DOLLARS: Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.

(1) By submitting an offer, the offeror certifies that:

(A) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(B) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(C) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(2) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(A) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(B)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(3) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS:

(1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) 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 public (Federal, state, or local) 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

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(E) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(2) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(3) If Offeror is unable to certify the representations stated in paragraph (1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (1) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(5) The certification in paragraph 1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the District, the Procurement Officer may terminate the contract resulting from this solicitation for default.

COMPLETION OF FORMS / CORRECTION OF ERRORS: All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule).

DEADLINE FOR SUBMISSION OF OFFER: Any offer received after the Procurement Officer or his/her designee has declared that the time set for opening has arrived, shall be rejected.

DEFINITIONS - Except as otherwise provided herein, the following definitions are applicable to all parts of the solicitation:

AMENDMENT means a document issued to supplement the original solicitation document.

BOARD means the School District of Newberry County Board of Trustees.

BUYER means the Procurement Officer.

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract.

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the Procurement Officer, directing the contractor to make changes which the changes clause of the contract authorizes the Procurement Officer to order without the consent of the contractor.

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PROCUREMENT OFFICER means the person, or his successor, identified as such on the Cover Page.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

SUBCONTRACTOR means any person having a contract to perform work or render service to Contractor as a part of the Contractor's agreement arising from this solicitation.

WORK means all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

DISTRICT CLOSINGS: If an emergency or unanticipated event interrupts normal District processes so that offers cannot be received at the Procurement Office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the District processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If District offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

DRUG FREE WORK PLACE CERTIFICATION: The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act. (See Section 44-107-30)

DUTY TO INQUIRE: Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the District's attention.

ETHICS ACT (CERTIFICATE): By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed.

INFORMATION FOR OFFERORS TO SUBMIT: Offeror shall submit a signed Cover Page and should submit all other information and documents requested in solicitation.

PROCUREMENT AUTHORITY: (a) All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (b) Purchasing Liability. The Procurement Officer is an employee of the School District of Newberry County acting on behalf of the District pursuant to their Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the School District of Newberry County.

PROCUREMENT CODE AVAILABLE: The School District of Newberry County's Procurement Code, is available at <http://www.newberry.k12.sc.us/>

PROTESTS: (a) Solicitation - Any prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest within fifteen (15) days of the date of issuance of the applicable solicitation document at issue. (b) Intent to Award - Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest within ten (10) days of the date notification of award is posted in accordance with this code. A protest

shall be in writing, submitted to the appropriate chief Procurement Officer, and shall set forth the grounds of the protest and the relief requested with enough particularity to give notice of the issues to be decided. [§ 11-35-4210]

PROTEST – ADDRESS: Any protest must be submitted in writing to Susan Dowd, Chief Financial Officer, PO Box 718 / 3419 Main Street, Newberry, SC 29108

PUBLIC OPENING: Not applicable for this RFP

QUESTIONS FROM OFFERORS: (a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing, either by mail or electronic communication (e-mail). Questions must be received by the Procurement Officer no later than **October 26, 2020 @ 10:00 am**. Label any communication regarding your questions with the name of the Procurement Officer, and the solicitation's title and number. **Oral explanations or instructions will not be binding**. All Questions will be answered via an Addendum, which will posted on the District's website, www.newberry.k12.sc.us on

October 30, 2020 by 5:00 pm

REJECTION/CANCELLATION: The District may cancel this solicitation in whole or in part. The District may reject any or all proposals in whole or in part.

RESPONSIVENESS / IMPROPER OFFERS:

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

(b) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the District cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. (Article 5, Section 1520.13)

(c) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. (Article 5, Section 1520.6.5.5).

(d) Unbalanced Bidding. The District may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

RESTRICTIONS APPLICABLE TO OFFERORS: Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of the state Ethics Act. (a) After issuance of the solicitation, all communications must be solely with the Procurement Officer. You agree not to discuss this procurement activity in any way with any other District employees, agents or officials. This restriction may be lifted by express written permission from the Procurement Officer. This restriction expires once a contract has been formed. (b) Unless otherwise approved in writing by the Procurement Officer, you agree not to give anything to any other District employees, agents or officials prior to award.

SAMPLES-TESTING: Free samples may be required for testing by the District's Facilities staff and/or an independent laboratory. If requested, your failure to provide a sample will result in rejection of your offer. Upon invoice, you agree to pay any reasonable cost incurred for this testing. Unless your sample is accompanied by a request for its return, your sample will not be returned. Your sample may be destroyed during testing.

SIGNING YOUR OFFER: Every Offer must be signed by the individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words "by its Partner," and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal.

SUBMITTING CONFIDENTIAL INFORMATION: For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror

contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Article 1, Section 410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Article 5, Section 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response or any part thereof, is improperly marked as confidential or trade secret or protected, the District may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the District will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless School District of Newberry County, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.)

SUBMITTING YOUR OFFER OR MODIFICATION: (a) Offers and offer modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) – (1) Addressed to the office specified in the Solicitation; and (2) Showing the time and date specified for opening, the solicitation number, and the name and address of the offeror. (b) If you are responding to more than one solicitation, each offer must be submitted in a different envelope or package. (c) Each Offeror must submit the number of copies indicated on the Cover Page. (d) Offerors using commercial carrier services shall ensure that the Offer is addressed and marked on the outermost envelope or wrapper as prescribed in paragraphs (a)(1) and (2) of this provision when delivered to the office specified in the Solicitation. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. (f) Offers submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation. (g) It is the Offeror's responsibility to ensure that bids submitted by electronic commerce were received by the Procurement Officer.

UNIT PRICE: Unit price must be shown for each item. In determining award, unit prices will govern over extended prices unless otherwise stated.

WITHDRAWAL OR CORRECTION OF OFFER: Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by the District's Procurement Code Article 5 Section 1520.7.1.

II. AWARD / CONTRACT TERM

Term of Contract/Option to Renew: Any contract resulting from this RFP shall have an initial contract period of one (1) year beginning January 1, 2020 through November 30, 2021. The District, at its discretion, may extend the contract for four (4) additional periods of one (1) year each, with an option of an additional two (2) periods of one (1) year each with Superintendent's approval. Contracts exceeding seven (7) years must be approved by the school board. Renewal on the part of the District will be based upon satisfactory contractor performance. Should either party wish not to renew the contract at the end of a contract period, notification shall be submitted in writing to the other party no less than ninety (90) calendar days prior to the contract renewal date.

The District's rights to terminate the contract during the contract period will be governed by Item 16 of the Terms and Conditions. All purchases are subject to the School District of Newberry County's Procurement Code and can be viewed at the Procurement Office upon request. The District reserves the right to accept or reject any or all bids and to waive any guidelines set forth if deemed to be beneficial to the District.

III. TERMS AND CONDITIONS

1. **ASSIGNMENT**: No contract or its provisions may be assigned, sublet, or transferred without the written consent of the Procurement Officer.
2. **BANKRUPTCY**: (a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to School District of Newberry County. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all District contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the District upon the contractor's insolvency, including the filing of proceedings in bankruptcy.
3. **CHOICE-OF-LAW**: The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.
4. **CONTRACT DOCUMENTS & ORDER OF PRECEDENCE**: (a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) documentation regarding the clarification of an offer [Article 5, Section 1530. 8], if applicable, (3) the solicitation, as amended, (4) modifications, if any, to your offer, if accepted by the Procurement Officer, (5) your offer, (6) any statement reflecting the District's final acceptance (a/k/a "award"), and (7) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (6) above shall apply notwithstanding any additional or different terms and conditions in either (i) a purchase order or other instrument submitted by the District or (ii) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect.
5. **DISCUSSIONS WITH BIDDERS**: After opening, the Procurement Officer may, in his sole discretion, initiate discussions with you to discuss your bid. Discussions are possible only if your bid is apparently responsive and only for the purpose of clarification to assure your full understanding of the solicitation's requirements. Any discussions will be documented in writing and shall be included with the bid.
6. **DISPUTES**: (1) Choice-of-Forum. All disputes, claims, or controversies relating to an Agreement shall be resolved exclusively by the Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court in the State of South Carolina. Contractor agrees that any act by School District of Newberry County regarding an Agreement is not a waiver of either the District's sovereign immunity or immunity under the Eleventh Amendment of the United State's Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to an Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided, or by personal service, or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
7. **EQUAL OPPORTUNITY**: Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.
8. **FALSE CLAIMS**: According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.
9. **FORCE MAJURE**: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the

fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

10. **NON-INDEMNIFICATION**: Any term or condition is void to the extent it requires the District to indemnify anyone.
11. **NOTICE**: (A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
12. **PUBLICITY**: Contractor shall not publish any comments or quotes by School District of Newberry County employees, or include the District in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
13. **PURCHASE ORDERS**: Contractor shall not perform any work prior to the receipt of a purchase order from the District. The District shall order any supplies to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.
14. **SETOFF**: The District shall have all of its legal, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the District's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the District with regard to this contract including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the District for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
15. **SURVIVAL OF OBLIGATION**: The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit.
16. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**: Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds thereof. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. Contractor will not be reimbursed any costs beyond the initial contract term.
17. **THIRD PARTY BENEFICIARY**: This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise.
18. **WAIVER**: The District does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the District's rights under this Contract. Any waiver must be in writing.

IV. SPECIAL INSTRUCTIONS

1. **CHANGES**:
 - (1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:
 - (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [District] in accordance therewith;
 - (b) method of shipment or packing;
 - (c) place of delivery;
 - (d) description of services to be performed;
 - (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
 - (f) place of performance of the services.Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

- (2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the District promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.
- (3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the District is prejudiced by the delay in notification.
- (4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

2. **COMPLIANCE WITH LAWS:** During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs.

3. **CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:** The successful contractor must furnish within ten (10) days after written acceptance of bid a copy of his Worker's Compensation and/or General Liability insurance certificate to the District. Worker's Compensation coverage shall meet the requirements of South Carolina law. It is agreed that the coverage, as stated, shall not be cancelled or altered until ten (10) days after written notice of any change has been sent by registered mail to the Procurement Department. **School District of Newberry County shall be listed as Certificate Holder.**

4. The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

General Aggregate (per project)	\$1,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$ 50,000
Medical Expense (Any one person)	\$ 5,000

BUSINESS AUTO LIABILITY (including All Owned, Non-owned, and Hired Vehicles):

Combined Single Limit	\$1,000,000
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WORKERS COMPENSATION: State Statutory

Employees Liability-per accident	\$100,000
Disease – Policy Limit	\$500,000
Disease, Each Employee Limit	\$100,000

Required Documentation: (a) Prior to commencement of the work, contractor shall provide to the District a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover Page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, contractor shall provide to the District a written endorsement to the contractor's general liability insurance policy that (i) names School District of Newberry County (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the District as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the contractor's insurance agent or the insurance company. Contractor shall provide a minimum of thirty (30) days written notice to the District of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers. The District's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of contractor's obligations to obtain the required insurance.

5. **CONTRACTOR PERSONNEL:** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6. CONTRACTOR'S OBLIGATION: The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.
7. DAMAGES LIMITATION: Contractor's maximum liability, if any, to the District for all direct, indirect, incidental, punitive, consequential, or special damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from licensor's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, or otherwise with respect to the supplies, services, or software provided under this agreement, shall in no event exceed an amount equal to the total contract price. In no event shall any party be liable to another for any indirect, incidental, punitive, consequential, or special damages, including, without limitation, lost revenues and profits, even if it has been advised of the possibility of such damages.
8. DEFAULT: The District may terminate this contract, or any part hereof, for cause in the event of any default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the District, upon request, with adequate assurances of future performance. In the event of termination for cause, the District shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the District for any and all rights and remedies provided by law. If it is determined that the District improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
9. DESCRIPTIVE LITERATURE: Your offer must include manufacturer's latest literature showing complete product specifications.
10. DISPOSAL OF PACKAGING: Contractor shall dispose of all wrappings, crating, and other disposable materials pertaining to this contract at the end of each working day and upon completion of installation.
11. ILLEGAL IMMIGRATION: By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the District, upon request, any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.
12. INDEMNIFICATION-THIRD PARTY CLAIMS: Notwithstanding any limitation in this agreement, Contractor shall defend and indemnify School District of Newberry County, its departments, board, and all their respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of Contractor, its subcontractors, their employees, workmen, servants or agents. Contractor shall be given written notice of any suit or claim. The District shall allow Contractor to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. The District shall allow Contractor to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) Contractor, and (ii) the settlement imposes no non-monetary obligation upon the District. The District shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of Contractor. The District shall reasonably cooperate with Contractor's defense of such suit or claim. The obligations of this paragraph shall survive termination of the parties' agreement.
13. LICENSES AND PERMITS: During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract.
14. MATERIAL AND WORKMANSHIP: Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended.
15. OFFERING BY LOT: Offers may be submitted for one or more complete lots. Failure to offer on all items within a lot will be reason for rejection.

16. OSHA CFR 1910.1200 (SCRR article 1, 71-1910.1200). By submission of this bid, the vendor agrees to take all necessary steps to ensure compliance with the requirements.
17. OWNERSHIP OF DATA and MATERIALS: All data, material and documentation prepared for the District pursuant to this contract shall belong exclusively to the District.
18. PRICE ADJUSTMENTS – LIMITED BY CPI “Other Goods & Services”: Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for products, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at www.bls.gov.
19. SHIPPING/RISK OF LOSS: F.O.B. Destination. Destination is the shipping location of the Districts’ designated receiving site, as specified herein.
20. TERMINATION FOR CONVENIENCE: (A) Termination-The Procurement Officer may terminate this contract in whole or in part, for the convenience of the District. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. (B) Contractor's Obligations-The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. (3) Right to Supplies-The Procurement Officer may require the contractor to transfer title and deliver to the District in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the District has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the District has breached the contract by exercise of the Termination for Convenience Clause. (4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Article 5, Section 1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph. (b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the District, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated; (c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph: (i) contract prices for supplies or services accepted under the contract; (ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services; (iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph; (iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated. (d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles. (5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the District's right to require the termination of a subcontract, or (ii) increase the obligation of the state beyond what it would have been if the subcontract had contained an appropriate clause.
21. WARRANTY: Contractor must provide the manufacturer's standard written warranty upon delivery of product. Contractor warrants that manufacturer will honor the standard written warranty provided.

V. SOLICITATION PURPOSE

The purpose of this Request for Proposals (RFP) is to obtain pricing for and selection of a vendor to provide a cost per copy program and managed print services for multi-function devices. The vendor shall provide the District with a multi-function copier solution based on a fixed price per copy District wide.

The District is requesting pricing for a 60-month term with the option to renew as stated in Section II covering a mix of black & white (B&W) and color machines. The awarded vendor shall recommend, provide, or remove additional equipment as needed and update or replace equipment as requested by the District during the term of the contract, at the same rate and within the same term as the original contract.

The District has developed a table of the departments included in this proposal with the following information: model of each department's current machine(s), location, and average annual usage See table below, however, each RFP respondent should perform their own needs assessment before submitting their RFP response. The vendor will be responsible for implementing the correct size machine, delivery, set-up, assembly, operator training and the necessary operating manuals.

The contract will be awarded to the vendor deemed to have submitted the best overall proposal on the basis of the factors included in the RFP and Addendums. This RFP is for the District departments/campuses identified in table below and other departments/campus that may be added in the future. The District may cancel the RFP and/or reject all proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, items and conditions of the RFP.

VI. SCOPE OF WORK

The District wishes to procure copier services for our schools and offices. The vendor should consider user-friendly functionality, supplies replenishment, and equipment service as critical components of the RFP. Multi-function machines will be right-sized as deemed appropriate by the District and the vendor during the term of the contract. Enterprise-wide licenses for any software or hardware required to perform copy, print, scan, and fax functions must be included in your pricing structure so that all District employees can utilize the devices without additional software costs. It is expected that all multi-function machines will be connected to the respective networks and that all employees will utilize them. Any software or hardware necessary for all employees, approximately 900, to utilize all aspects of the equipment must be included in your proposal.

If your solution requires any additional servers, computer hardware, and/or software it must be included in your proposal and pricing structure and should be clearly identified as additional equipment required for your solution.

No minimum number of impressions per machine or for the total contract is implied or guaranteed.

The District will provide electrical service and network wiring for equipment installed at the beginning of the contract. If possible, all locations that may need the higher 20-amp outlet must be identified within the RFP response. The appropriate District point of contact must approve, in writing, all new equipment installations requiring any changes to monthly charges for the District. If the District requests a change in equipment requiring changes in electrical outlets, the cost to perform the electrical work of network connection will be the responsibility and expense of the District.

It is essential that the vendor understand the needs of the District departments will change over the contract period. The successful vendor must reflect a plan for moving and changing equipment to meet these changing needs as they

occur, without additional cost for the services provided. The District must have the ability to add or delete machines from the contract and modify machine requirements as our internal needs change over time.

The District will not be required to pay a removal fee upon end of contract period. The vendor is solely responsible for maintaining and servicing all equipment installed at the District and seeing that all features of the machine are in working order at all times during the term of the contract with the District. The awarded vendor shall be responsible for replacing the present equipment with minimal disruption to District operations.

A. Multi-Function Machines:

- All machines installed at the beginning of the contract must be new machines and all machines are to be current retail models and digital with the latest technology. A “new” machine is defined as newly assembled for first-time use with new components and manufactured within six months of the date of the contract award. No factory-refurbished machines will be accepted unless agreed upon by the District. District departments may request new machines without limitation on the number or type of proposed machines during the term of the contract.
- All equipment added to the contract after the Effective Date must be approved in advance by way of a written contract amendment and signed by the appropriate District officials. Should the District approve used machines at any point in the term of the contract, the District may request a record of service for each used machine. Machines with a history of maintenance problems will not be accepted. All equipment added during the term of the contract must have a manufacture date no earlier than six (6) months before the effective date of the contract.
- The title (ownership) of each machine will remain with the awarded vendor and never be passed on to the District. In addition, the District will not be responsible for any taxes other than applicable sales taxes.
- All equipment proposed must have a meter or other device to measure impressions that will be able to be accessed for easy reading. In addition, the user must be able to separate the meter monthly counts by department and B&W and color usage. The equipment console display must signal the user of the need for paper, toner, developer, or of the occurrence of paper jams and/or misfeeds. Controls should also include exposure adjustments for print quality.
- Upon the contract award, it will be the vendor’s responsibility to ensure that the equipment proposed for each location is capable of fitting into the space provided, and the voltage supply and electrical plug are adequate for the machines being proposed. Changes of electrical outlets or the addition of network connections will be coordinated with the District point of contact, as needed, at the expense of the District. The vendor will not be required to supply a multi-function machine to any location at which the District does not approve a network connection.

B. Device Supplies:

- All supplies, maintenance items, and repair parts relating to equipment proposed in this proposal is the sole responsibility of the vendor, with the exception of paper and staples. All parts supplied by the vendor will be Original Equipment Manufacturer (OEM) for the term of the contract. No generic parts will be allowed. The vendor will be responsible for keeping an adequate stock of supplies and repair parts so that no District department has an unreasonable delay in productivity.
- District departments can be serviced on an as-needed basis with no department waiting longer than three (3) days for supplies replenishment after notifying the vendor of low supply volume. It is acceptable for the vendor to supply the departments with extra supplies, if space is available, so that it will not be necessary to service on a daily basis.
- Power cords, surge protectors (if required), network connection cords, and any other required cords or connection devices, must be provided for each multi-function machine

by the vendor.

C. Scanning:

- All multi-function machines under the contract will have the ability to scan documents into a minimum of:
 - TIFF
 - JPEG
 - PDF
- Single-pass duplex scanning will be preferable.
- It is expected that all multi-function machines, regardless of model, will have the ability to scan documents at a minimum of 600 x 600 dpi with OCR technology.
- It is expected that all multi-function machines will have the ability to connect to the District's e-mail system user listing via Active Directory and scan to e-mail using any of the file formats listed above.
- It is expected that all multi-function machines will be able to scan to network file shares.
- Scanning functions should be configurable from the network and all devices should include a software package that allows for device management. The ability to scan in color, even from a monochrome-printing multi-function machine, is preferred.
- The vendor must include any software or hardware needed to complete the proposed scanning services in their proposal as part of the standard pricing program.

D. Faxing:

- The District requires multi-function machines that are capable of sending faxes through analog lines that are converted to digital via the existing VOIP Voice Gateway Routers.
- It will be preferable that any software necessary to send or receive faxes be integrated into the printer driver
- All outbound faxing will be provided at no cost to the District. All inbound faxing resulting in a printed impression and any printed fax confirmation page will be an impression for purposes of invoicing under the contract. Each vendor must include any software or hardware needed to complete the proposed fax services in their proposal as part of the standard pricing program.
- The multi-function machine must have a secure fax modem, meaning that it cannot be used by unauthorized individuals to gain access to documents or to the District's network. Please document how the multi-function machines in your proposal are protected from this type of intrusion. Also, please document any security risks.

E. Network Printing:

- Each multi-function machine must be able to print documents at a minimum of 600 dpi.
- All network printing to multi-function machines must be invoiced to a specific department by use of account code set up.
- The District is interested in using Active Directory to identify employees for use at all network devices.
- Note in your proposal if a stand-alone print server is required or if the device will function as just another printer on the network. Any required hardware such as a print server or required software must be included in your proposed costs.

F. Department Charges:

Each device must support the ability to program access codes for the purpose of distributing monthly costs at the District level. This capability must be available for both copy and print items. The ability to associate access codes to Active Directory groups or users will be preferable.

G. Paper:

- All multi-function machines and print devices must have the ability to effectively utilize #4-20 lb. xerographic bond paper and a range of other paper of various weight and

finishes, including recycled paper, with at least thirty percent (30%) post-consumer fiber.

- No equipment may be proposed which requires special or coated paper unless required by the department and approved by the District Manager.

H. Addition of Multi-Function Machines During Installation:

Every attempt has been made to identify and correctly determine the need of all District departments; however, machines will likely be missed during the preparation of this RFP.

The vendor must allow equipment to be added to the contract without any change in the cost per impression. Also, some departments may wish to upgrade the equipment they have been assigned in this RFP. No machine upgrade will be allowed to take place without the approval of the District point of contact and a written amendment to the contract.

I. Machine Service

The vendor must devise and clearly explain a procedure for service and maintenance for all machines. Vendor will devise and clearly explain a Service Call System that will benefit the District and work within the vendor's capabilities. The Service Call System must provide the following at a minimum:

- The department will notify the vendor directly when an issue arises.
- The vendor must have, at a minimum, a service response program that is available from 8:00AM to 4:30PM Monday thru Friday. All calls to the vendor placed between 8:00AM to 4:30PM Monday thru Friday must be answered by a representative of the vendor.
- The District service response shall, at minimum, include a phone call within one hour and a technician on site within five (5) hours or better from the initial call for service.
- If the service technician cannot repair the machine at the initial service call, a sign must be affixed to the machine giving a date and/or time the machine will be back in service.
- All service calls must be tracked and updated in a computerized Service Call System (SCS), preferably accessed by the District point of contact, via a website over the internet. The SCS must be able to generate reports for service history by machine. The SCS must be able to report, in hours, how long each machine experienced downtime per call and must be able to give a total number of hours downtime, by machine, per month. The SCS must be capable of reporting problems by machine on a monthly basis. The SCS must be kept up to date at all times during the contract with accurate information about each machine's location, service history, identification number, and machine features.
- A Service Technician with adequate training and available time to service the District's needs shall be employed by the vendor. A back-up Service Technician must be in place at all times during the contract, at no additional cost to the District, in case of illness or other reasons the assigned Service Technician is not available to meet the needs of the District.
- The Service Technician must notify the District upon completion of all service requests.

J. Replacement of faulty machines.

Once a copier has been distinguished as a faulty machine, or after five service calls for the same problem within a three (3) week period, the machine shall be replaced at the discretion of the District point of contact with the same or a superior model.

Devices already in place will be assessed and vendor will offer all-inclusive service on those as well at a cost per page to include device replacement during the contracted term in the event of failure. In addition, vendor will offer replacement models for devices that are aged or reaching end of life. This will be assessed and the specific cost per page offered will be provided as part of this agreement.

Recommended Minimum Device Specifications
Multi-Functional Copier Devices

Black/White/Color Multi-Functional Copier

Avg. Monthly Volume	PPM
Level 6: 35,000	70 - 85
Level 5: 30,000	55 - 65
Level 4: 25,000	40 - 50
Level 3: 20,000	35 - 40
Level 2: 15,000	25 - 30
Level 1: 5,000	15 - 20

Original Copy Size: For all units; 5.5 x 8.5, 8.5 x 11, 8.5 x 14, and 11 x 17.

Types of Originals: Typed pages, invoices, drawings, ledgers, checks, photocopies, handwritten forms (pencil/ink), magazines, book text, FAX copy, photographs, transparencies

Image: Zoom feature for reduction/enlargement, lighten/darken

Feeder: Automatic

Finisher: See specific copier/printer

Duplex: All copiers/printers must have automatic feed with duplex two-sided copying ability.

Power: 110 - 120-volt, 220 volts where applicable

Style: New digital technology, standard supplies

Console stand: Included where applicable.

Other Features for consideration:

1. All units must be network capable for print, copy, fax and scan. Scanning options shall not create a click charge. Faxing options shall not create a click charge. No additional hardware will be required for faxing, scanning, copying or printing.
2. Printer language must be PCL 6 and compatible with Postscript.
3. All units must have enough onboard RAM to provide satisfactory performance for end users and printer management personnel.
4. Must have Graphical User Interface (GUI) access through the web to allow for monitoring copier functions such as viewing paper supply, toner supply, staples supply, copiers status, and online reading of meters.
5. Must be able to scan images to e-mail, network and file share.
6. Additional storage, if available, must be encrypted and only readable by that device.

Options for consideration where applicable

- Finishers - possible requirements
 - Stapling
 - Hole punch
 - Large capacity paper trays
 - Convenience stapler
 - Color

Administrative Requirements

A. Vendor must provide a single designated account manager to work with the District as a point of contact who will have full authority over the contract, equipment and personnel who will be assigned to the District. This individual should have experience in the copier business with a background in service, sales and management. Also, include the number of additional personnel and the responsibilities of those who will be assigned exclusively to the District.

B. The vendor must provide one monthly invoice in an electronic format emailed to the appointed District contact. The monthly invoice will include all costs associated with the monthly cycle counts from departments. The invoice shall, at minimum, include:

- a. Invoice number
- b. Bill date
- c. Department name and location
- d. Machine serial number and ID number
- e. Machine make/model
- f. Current meter reading
- g. Previous meter reading
- h. B/W volume for month
- i. Color volume for month
- j. Service copy counts performed by vendor (applied as credit)
- k. Total month volume
- l. Dollar amount for each machine
- m. Total of all machines

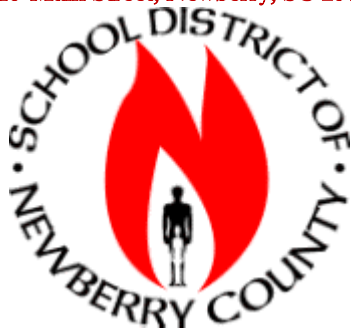
C. The copier counts are due at the end of the month for the prior month's usage. It is preferred that counts should be reported online. The invoice should be issued after the first of the month. The account payable term is 30 days from date of invoice.

Installation:

All new machines must be installed during Christmas Break December 21st – 31st 2020.

The School District Of Newberry County

Administrative Offices
3419 Main Street, Newberry, SC 29108



Request for Proposal: OPS-FIN 2020
Date Issued: October 14, 2020
Procurement Director: Bryan Gresham
Phone: (803) 321-2600
Fax: (803) 321-2604
E-Mail Address: bgresham@newberry.k12.sc.us

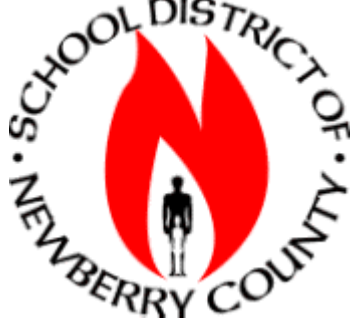
Proposal Cost Form 1 of 1

Project: Copier Services- District Wide

Item	Unit of Measure	Description	Price Per Copy
1	US Money	Black and White Copies	\$
2	US Money	Color Copies	\$

The School District Of Newberry County

Administrative Offices
3419 Main Street, Newberry, SC 29108



Request for Proposal: FIN 2020-001
Date Issued: October 14, 2020
Procurement Director: Bryan Gresham
Phone: (803) 321-2600
Fax: (803) 321-2604
E-Mail Address: bgresham@newberry.k12.sc.us

REFERENCE FORM

Project: Copier Services-District Wide

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____


Company Name: _____

Company Address _____

Contact: _____ **Telephone #:** _____ **Fax #:** _____

E-mail address: _____ **Date service provided:** _____

Bidder/Company name (Please print): _____

<p>The School District Of Newberry County Administrative Offices 3419 Main Street, Newberry, SC 29108</p> 	<p>Request for Proposal: FIN 2020-001</p> <p>Date Issued: October 14, 2020</p> <p>Procurement Director: Bryan Gresham</p> <p>Phone: (803) 321-2600</p> <p>Fax: (803) 321-2604</p> <p>E-Mail Address: bgresham@newberry.k12.sc.us</p>	
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X. Statement of Acceptance

Project: Copier Services-District Wide

I, the undersigned, have read Solicitation and do fully understand all of the requirements stated therein and affirm that the above pricing is representative of an acceptable performance level which would fully meet the expectations of the District.

Proposal Preparer (please print)

Company Name

Proposal Preparer (signature)

Company Address

Telephone Number

Fax Number

Email address (if available)

EVALUATION CRITERIA

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Evaluation factors are stated in the relative order of importance, with the first factor being the most important. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP. The following criteria will be used in the evaluation process:

1. **Program (Contract) Costs:** What are the total costs of the equipment proposed? (Please submit your pricing on the enclosed Proposal Cost Form).
2. **Contractor's Management Qualifications:** Management and staff capabilities and expertise, resumes, and experience, and resources.
3. **Proposing Organization References/History:** Proposer's past contract management experience and references of success to programs similar to this size. Proposer must include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
4. **Quality of Proposal:** Needs to meet or exceed the provided specification.

Grading Format – Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

POINT EVALUATION VALUES

CRITERION	POINT VALUE
Program Cost	20
References/History	35
Contract Management Qualifications	20
Quality of Proposal	25
TOTAL POINTS	100

PERCENTAGE GRADES

GRADE	DESCRIPTION
0%	Criterion was not addressed in the response or the material presented was totally without merit.
20%	Criterion was addressed minimally, response indicated little capability or experience.
40%	Criterion was addressed minimally, but response shows some capability and experience
60%	Criterion was addressed adequately. Shows basic capability and experience.
80%	Criterion was addressed well. The response indicates some superior features.
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability.

INSTRUCTIONS TO PROPOSERS:

1. The District requires that one (1) original, and three (3) copies of the proposal be submitted to the Procurement Coordinator, no later than the deadline specified to receive proposals. Any proposals received after the scheduled deadline will be disqualified immediately in accordance with the District's policy.
2. All proposals should be complete and must convey all of the information requested by the District. If significant errors are found in an Offeror's proposal, or if an Offeror's proposal fails to conform to the requirements of this solicitation, the District may elect to reject the proposal.
3. When specifications or descriptive literature are submitted with the proposal, enter the proposer's name and address thereon.
4. **All attachments (1-3) must be completed and submitted with a signed copy of Page 1.**
5. **All proposals must be in a sealed envelope and have clearly marked on the envelope:**
Name of Firm
Address
Proposal # **FIN 2020-001**
Copier Services-District Wide

Table A:

Equipment	District Campus	Location	B/W Curr Vol.	Color Curr Vol.
MXM354N	BOUNDARY STREET ELEMENTARY SCHOOL	FRONT OFFICE	150392	0
MXM363N	BOUNDARY STREET ELEMENTARY SCHOOL	WORKROOM 414	614384	0
MXM654N	BOUNDARY STREET ELEMENTARY SCHOOL	WORKROOM	1568519	0
MXM354N	BOUNDARY STREET ELEMENTARY SCHOOL	CONFERENCE RM	551767	0
MXM464N	GALLMAN ELEMENTARY SCHOOL	BLUE WING WORKROOM	681754	0
MXM464N	GALLMAN ELEMENTARY SCHOOL	GREEN WING WORKROOM	800892	0
MXM464N	GALLMAN ELEMENTARY SCHOOL	RED WING WORKROOM	753822	0
MXM264N	GALLMAN ELEMENTARY SCHOOL	MAIN OFFICE	235277	0
MXM464N	LITTLE MOUNTAIN ELEMENTARY SCHOOL	OFFICE	452121	0
MXM354N	LITTLE MOUNTAIN ELEMENTARY SCHOOL	WORKROOM 3RD	487134	0
MXM354N	LITTLE MOUNTAIN ELEMENTARY SCHOOL	WORKROOM 5TH	635089	0
MXM464N	LITTLE MOUNTAIN ELEMENTARY SCHOOL	WORKROOM K-2	1000632	0
MURMFX3535	MID CAROLINA HIGH SCHOOL	LIBRARY	60024	0
MXM464N	MID CAROLINA HIGH SCHOOL	MAIN OFFICE	716719	0
MXM654N	MID CAROLINA HIGH SCHOOL	UPSTAIRS WORKROOM	2093514	0
MXM654N	MID CAROLINA HIGH SCHOOL	GUIDANCE	2176339	0
MURMFX3535	MID CAROLINA MIDDLE SCHOOL	MEDIA CENTER	56497	0
MURMFX3535	MID CAROLINA MIDDLE SCHOOL	TRANSPORTATION OFFICE	37866	0
MXM654N	MID CAROLINA MIDDLE SCHOOL	MAIN WORKROOM	1752131	0
MXM464N	MID CAROLINA MIDDLE SCHOOL	6TH WORKROOM	999229	0
MXM354N	MID CAROLINA MIDDLE SCHOOL	ALTERNATIVE SCHOOL	315126	0
MXM654N	MID CAROLINA MIDDLE SCHOOL	7TH WORKROOM	1523740	0
MXM264N	NEWBERRY COUNTY CAREER CENTER	UPPER HALL	317466	0
MXM264N	NEWBERRY COUNTY CAREER CENTER	MAIN OFFICE	203403	0
MXM264N	NEWBERRY COUNTY CAREER CENTER	LOWER HALL	253597	0
MXM264N	NEWBERRY COUNTY CAREER CENTER	LEARNING CENTER LOUNGE	156756	0
MXM464N	NEWBERRY ELEMENTARY SCHOOL	1ST GRADE WKRM - RM 103	650680	0
MXM464N	NEWBERRY ELEMENTARY SCHOOL	2ND FLOOR WKRM - RM 210	689038	0
MXM354N	NEWBERRY ELEMENTARY SCHOOL	3RD FLOOR WKRM - RM 310	445287	0
MXM354N	NEWBERRY ELEMENTARY SCHOOL	1ST FLOOR HALL	267176	0
MXM354N	NEWBERRY HIGH SCHOOL	200 WING	762002	0
MXM354N	NEWBERRY HIGH SCHOOL	MAIN OFFICE	371870	0
MXM264N	NEWBERRY HIGH SCHOOL	400 WING	227918	0
MXM654N	NEWBERRY HIGH SCHOOL	300 WING	3125790	0
MXM565N	NEWBERRY HIGH SCHOOL	100 WING	1833718	0
MURMFX3535	NEWBERRY MIDDLE SCHOOL	MEDIA CENTER	22581	0
MXM654N	NEWBERRY MIDDLE SCHOOL	FRONT DESK	2546055	0
MXM654N	NEWBERRY MIDDLE SCHOOL	WORKROOM	1737329	0
MXM264N	NEWBERRY MIDDLE SCHOOL	NURSES OFFICE	84748	0
MXM264N	NEWBERRY MIDDLE SCHOOL	TRANSPORATION OFFICE	187814	0
MXM354N	POMARIA GARMANY ELEMENTARY SCHOOL	RM 220/200 WING	577553	0
MXM354N	POMARIA GARMANY ELEMENTARY SCHOOL	400 WING	739641	0
MXM654N	POMARIA GARMANY ELEMENTARY SCHOOL	MAIN WKRM	1414037	0
MXM264N	PROSPERITY RIKARD ELEMENTARY SCHOOL	FRONT OFFICE	212316	0
MXM464N	PROSPERITY RIKARD ELEMENTARY SCHOOL	100 HALL TEACHER WKRM	870184	0
MXM654N	PROSPERITY RIKARD ELEMENTARY SCHOOL	200 HALL TEACHER WKRM	1959560	0
MURMFX3535	REUBEN ELEMENTARY SCHOOL	CAFETERIA	9314	0
MXM464N	REUBEN ELEMENTARY SCHOOL	MAIN OFFICE	781089	0
MXM464N	SCHOOL DISTRICT OF NEWBERRY	#	182758	0
MX5140N	SCHOOL DISTRICT OF NEWBERRY	#	423916	215734
MXM264N	SCHOOL DISTRICT OF NEWBERRY	PSYC SERVICES	223038	0
MURMFX3535	SCHOOL DISTRICT OF NEWBERRY ADULT ED	PORTABLE 404	62410	0
MXM264N	SCHOOL DISTRICT OF NEWBERRY ADULT ED	#	55989	0
MXM264N	SCHOOL DISTRICT OF NEWBERRY ADULT ED	FRONT OFFICE	179548	0
MURMFX3535	SCHOOL DISTRICT OF NEWBERRY COUNTY	#	60564	0
MURMFX3535	SCHOOL DISTRICT OF NEWBERRY COUNTY	SUPER S OFFICE 125	18113	0
MXM654N	SCHOOL DISTRICT OF NEWBERRY COUNTY	WORKROOM	1287691	0
MXM464N	SCHOOL DISTRICT OF NEWBERRY COUNTY	WORKROOM	150881	0
MXM354N	SCHOOL DISTRICT OF NEWBERRY COUNTY	COMPUTER LAB	131169	0
MXM354N	WHITMIRE COMMUNITY SCHOOL	RM 106-MIDDLE SCHOOL WKRM	496996	0
MXM654N	WHITMIRE COMMUNITY SCHOOL	FRONT OFFICE-ELEM. WKRM	1461412	0
MXM464N	WHITMIRE COMMUNITY SCHOOL	RM 210-HIGH SCHOOL WKRM	1016375	0