



INVITATION FOR BIDS
Copier/Printer Services

PROPOSAL SUBMISSION DEADLINE: **APRIL 23, 2024 2pm EST**
QUESTION SUBMISSION DEADLINE: **APRIL 16, 2024 at 5pm EST**

Questions may be submitted in written form via the google doc found at
bit.ly/copierprinterrfp

Questions will be answered via the google doc ONLY by
WCS Technology RFP team

Proposal due at this location by the submission deadline:

**Wilson County Schools
Technology Office
Toisnot Middle School
1301 Corbett Ave N
Wilson, NC 27893**

- Emailed bids, subject to the conditions made a part hereof, will be received on the day of opening and then opened, for furnishing and delivering the commodity as described herein.
- Refer to page 2 for proper mailing instructions.
- Bids are subject to rejection unless submitted on this form.

Execution. In compliance with this Invitation for Bids (IFB), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.

Failure to execute/sign bid prior to submission shall render bid invalid. Late bids are not acceptable.

BIDDER:	Federal Tax ID or Social Security No:
Street Address: PO Box:	

City, State, Zip:	Telephone No: Fax No:
Type or Print Name & Title of Person Signing:	
Date:	

Authorized Signature:

E-Mail:

Offer valid for 30 days from date of bid opening unless otherwise stated here: _____ days (See Instructions to Bidders, Item 5).

Are you a NC Recognized Historically Underutilized Business (HUB)? _____ YES _____ NO If unsure, don't answer.
 More information: <https://ncadmin.nc.gov/businesses/hub>

Mailing Instructions: Submit one (1) fully executed bid document, unless otherwise instructed, and only one bid per envelope by either of the methods below. DO NOT SUBMIT AN ELECTRONIC OR FAXED COPY OF YOUR BID. THIS SHALL BE CAUSE FOR REJECTION OF YOUR BID.

It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

Delivered By US Postal Service or Courier	Hand Delivered
Wilson County Public Schools Attn: Heather Pennica Technology Office Toisnot Middle School 1301 Corbett Ave N Wilson, NC 27893	Wilson County Schools Attn: Heather Pennica Technology Office Toisnot Middle School 1301 Corbett Ave N Wilson, NC 27893 Call 252-399-7870

Transportation Charges: FOB – Destination. Freight charges must be included in the price. Delivery shall be made to:
 Technology Office
 Attn: Heather Pennica
 Toisnot Middle School
 1301 Corbett Ave N
 Wilson, NC 27893
 Call 252-399-7870

Purchase the Following Items: Copier/Printer Services Items identified on the attached Item Detail & Bid Sheet.

Items referenced and specified herein are based upon a particular manufacturer, but are used for the purpose of identification and to establish a general quality level. Such references are not intended to be restrictive, and functionally equivalent products of other manufacturers will be considered. However, bidders are cautioned that any deviation from specifications must be pointed out in their bid. Functional equivalency shall be determined by Wilson County Schools (WCS). WCS shall not be obligated to accept deviations if deemed not to be in the best interest of WCS.

Quantities shown are not a guarantee of purchase. The quantities could be more or less. Please take that into consideration when you are submitting a bid.

Award Criteria: As provided by statute, award will be based on the lowest and best bid(s) (most advantageous to WCS) as determined by consideration of:

Price of the eligible products and services requested	40
Prior experience with the vendor & brand of equipment	35
Prices for ineligible services, products, and fees	15
Local in state vendor/Compatibility with current systems	10

WCS reserves the right to waive any minor informality or technicality in bids received.

Bid Evaluation: Bids are requested on the items and/or equipment as hereinafter specified. Bidders are cautioned that any/all information furnished or not furnished on this bid may be used as a factor in determining the award of this contract.

Basis for Rejection: Wilson County Schools reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered: non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to Wilson County Schools; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of Wilson County Schools.

Budgetary Limitations: Should it become necessary, based upon budgetary limitations, WCS reserves the right to reduce or increase quantities. Therefore, bidders must include all fees associated with the proposal, including taxes and freight in the "each" pricing for each line item, as well as identifying a per unit installation cost for each line item if applicable.

Timeline for Complete Order: WCS reserves the right to order portions of the total items in phases, not to exceed 1 year from the date the bid is awarded or until the end of the 2023-2024 academic year, whichever is later. The price listed must be offered to Wilson County Schools for the duration of 1 year for additional orders of the product listed in this bid.

Delivery and Installation: Items called for herein will be furnished, delivered, off-loaded and left ready for use in accordance with the requirements stated herein. All items must be pre assembled upon arrival. All shipping cartons, packages, etc. must include the applicable WCS purchase order number clearly marked on the package or included on a packing slip/list with the package. WCS reserves the right to consider the delivery time offered as a factor in the award of contract.

Deviations: Deviations from specifications and requirements must be documented on a separate sheet and attached to your bid. Item(s) offered is (are) in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

Late Bids: Regardless of cause, a late bid will not be accepted and will automatically be disqualified from consideration. It shall be the Vendor's sole risk to ensure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

Award Notification: After the bids have been evaluated and an award has been made, each vendor who submitted a bid will be notified of the award. The award may not be made for several weeks depending upon the complexity of the acquisition and the length of time to complete the evaluation process.

Confidentiality of Bids: In submitting its bid, the bidder agrees not to discuss or otherwise reveal the contents of its bid to any source outside of WCS until after the award of the contract. All bidders are advised that they are not to have any communications with WCS during the evaluation of the bids (after the public opening of the bids and before the award of the contract) unless WCS contacts the bidder for the purpose of seeking clarification. A bidder shall not: transmit to the issuing and or using agency any information commenting on the ability or qualifications of any other bidder to provide the advertised equipment, defects, errors and/or omissions in any other bidder's bid and/or prices at any time during and/or award of the contract that is subject of this IFB. Bidders not in compliance with this provision may be disqualified, at the option of WCS, from the contract award.

INSTRUCTIONS TO BIDDERS

1. **Read, Review and Comply:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **Notice to Bidders: DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.

Execution: Failure to sign under the EXECUTION section will render the bid invalid.

3. **Order of Precedence:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, (3) Wilson County Schools' General Contract Terms and Conditions, and (4) and (5) Instructions to Bidders.
4. **Time for Consideration:** Unless otherwise indicated on the first page of this document, the bidder's offer shall be valid for 30 days from the date of bid opening. Preference may be given to bids allowing not less than 30 days for consideration and acceptance.
5. **Prompt Payment Discounts:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
6. **Specifications:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the bidder will be held responsible therefore. Deviations shall be explained in detail. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
7. **Information and Descriptive Literature:** Bidder is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Bids which do not comply with these requirements will be subject to rejection.
8. **Clarifications/Interpretations:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document.
9. **Acceptance and Rejection:** WCS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
10. **References:** WCS reserves the right to require a list of users of the exact item offered. WCS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
11. **Award of Contract:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCS as determined upon consideration of such factors as: prices

offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the dates of delivery and performance; and such other factors deemed by WCS to be pertinent or peculiar to the purchase in question. WCS reserves the right to accept any individual item or group of items on a multi-item bid.

- 12. Historically Underutilized Businesses:** Wilson County Schools (WCS) is committed to the State of North Carolina Historically Underutilized Business (HUB) Program. WCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
- 13. Confidential Information:** As provided by statute and rule, WCS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
- 14. Samples:** Samples of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Requests for the return of samples must be made within 10 days following the date of bid opening. Otherwise the samples will become WCS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample, on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
- 15. Acceptance and Rejection:** Wilson County Schools reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
- 16. Transportation:** Transportation of Deliverables shall be FOB Destination, unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by Wilson County Public Schools. In cases where parties, other than the Vendor ship materials against the order, the shipper must be instructed to show the purchase order number on all packages and shipping manifest to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

GENERAL CONTRACT TERMS AND CONDITIONS

- 1. Acceptance.** Contractor's acknowledgment of the terms of this Contract constitutes an agreement to comply with all terms and conditions set forth or referenced (i) in the Vendor Contract for Goods and/or Services, (ii) in the Standard Contract Terms and Conditions herein, (iii) on any attachments thereto, (iv) in any applicable solicitation documentation related to this Contract (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this Contract, and (v) in any other terms and conditions of a written agreement signed by Contractor and the WCS that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and WCS with respect to the purchase by WCS of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to WCS shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice or in any other communication from Contractor to WCS shall be deemed accepted by or binding on WCS. WCS hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until WCS's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by WCS are subject to correction.

2. **Availability of Funds:** No legal liability on the part of WCS for any payment may arise until funds are made available to WCS' Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, WCS may at its discretion immediately terminate the Contract. WCS shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
3. **Quantities:** Shipments must equal exact amounts ordered unless otherwise agreed to in writing by WCS. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
4. **Prices:** If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give WCS the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to WCS unless otherwise agreed to in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents. Should the Contract Documents include any provision allowing an increase in the contract price due to external conditions, Contractor shall inform WCS of such change and WCS shall have the right to terminate the Contract if desired.
5. **Delays in Shipment:** Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
6. **Risk of Loss:** Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by WCS or its nominee.
7. **Rejection:** All Goods and Services shall be received subject to WCS 'inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at an appropriate reduction in price. WCS may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to promptly replace or correct such Goods or Services, WCS may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
8. **Warranties:** Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by WCS of the Goods and Services and shall run to WCS and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, WCS shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
9. **Insurance:** Unless such insurance requirements are waived or modified by WCS or Insurance and Risk Management, Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to WCS and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/mutual aggregate. Workers' Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for workers' compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to WCS and shall contain the provision that WCS be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.
10. **Indemnification:** Contractor shall indemnify and hold harmless WCS, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorney's fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry

standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless WCS, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of WCS in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless WCS, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.

11. **Taxes:** WCS is NOT exempt from N.C. sales tax. Any applicable taxes shall be invoiced as a separate item.
12. **Situs:** The place of this contract, its situs and forum, shall be Wilson County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
13. **Governing Laws:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
14. **Inspection at Contractor's Site:** WCS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCS' determination that such equipment/item, plants or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
15. **Payment Terms:** Payment terms are Net 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
16. **Improper Payments:** Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to WCS any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after WCS notifies Contractor in writing that a payment has been determined to be improper.
17. **Affirmative Action:** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex national origin or disability.
18. **Condition and Packaging:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment. Shipping cartons, packages, etc. shall include the applicable WCS purchase order number clearly marked on the packaging or packing slip/list included with the package.
19. **Schematic Designs:** As provided by N.C.G.S. 115C-105.53(c), schematic designs of school buildings are not considered public records or subject to public inspection, and Contractor shall keep in confidence any such designs in its possession for purposes of this Contract.
20. **Intellectual Property:** Contractor agrees, at its own expense, to indemnify, defend and save WCS harmless from all liability, loss or expense, including costs of settlement and attorney's fees, resulting from any claim that WCS's use, possession or sale of the Goods or Services infringes any copyright, patent or trademark or is a misappropriation of any trade secret.
21. **Conflict of Interest:** Contractor represents and warrants that no member of WCS or any of its employees or officers has a personal or financial interest or will benefit from the performance of the Contract or has any interest in any Contract, subcontract or other agreement related to the Contract. Contractor shall not permit any member of WCS or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of the Contract or to have any interest in any Contract, subcontract or other agreement related to the Contract, during the term of the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.

22. **Gratuities to WCS:** The right of Contractor to proceed may be terminated by written notice if WCS determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of WCS in violation of policies of WCS.
23. **Kickbacks to Contractor:** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a WCS Contract or in connection with a subcontract relating to a WCS Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to WCS in writing the possible violation.
24. **Iran Divestment Act and Divestment from Companies Boycotting Israel:** No contract may be entered into with a restricted company as listed by the State Treasurer in accordance with N.C.G.S. Chapter 147, Articles 6E or 6G, except as permitted by those laws. By entering into this contract ("Contract") and providing materials, equipment or services described in the Contract (the "Work"), Contractor acknowledges and represents that it is not a restricted company as defined in N.C.G.S. Chapter 147, Articles 6E or 6G.
25. **Background Checks:** At the request of WCS's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor involved in the performance of the Contract shall submit to WCS criminal background check and drug testing procedures.
26. **Lunsford Act:** As required by N.C.G.S. 115C-332.1, all Contractors, subcontractors, consultants, sub-consultants, and vendors shall conduct prior to the start of service and annually thereafter a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract that involve direct interaction with WCS students. For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Wilson County Schools or Wilson County on behalf of Wilson County Schools. Failure to comply may result in legal action and termination of the contract for default.
27. **E-Verify:** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
28. **Policy Compliance:** Contractor, its subcontractors and suppliers, shall comply with all Board policies relating to visitors in the schools while engaged in the Work. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
29. **Compliance with All Laws:** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
30. **Contract Transfer:** Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of WCS.
31. **Relationship of Parties:** Contractor is an independent contractor and not an employee of WCS. The conduct and control of the work will lie solely with the Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and WCS. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
32. **Advertisement:** The Contract will not be used in connection with any advertising by Contractor without prior written approval by WCS.
33. **Governmental Restrictions:** In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the purchasing office at once, indicating the specific regulation which required such alterations. WCS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
34. **Confidentiality Information: Student Information.** If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to students' official records, Contractor agrees to keep any such information confidential and to not disclose or permit it to be disclosed, directly or indirectly, to any person or entity any such student information. The Contract shall not be construed by either party to

constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the Contract.

Employee Personnel Information. If, during the course of Contractor's performance of the Contract, Contractor should obtain any information pertaining to employees of WCS's personnel records, Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such personnel information. **Other Confidential Information.** (a) Contractor agrees that it will at all times hold in confidence for WCS all designs, know-how, techniques, devices, drawings, specifications., patterns, technical information, documents, business plans, item requirements, forecasts and similar data, oral, written or otherwise, conveyed by WCS to Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection herewith or procured, developed, produced, manufactured or fabricated by Contractor in connection with Contractor's performance hereunder (collectively, "Information"). Contractor shall exercise the same degree of care to prevent disclosure of any Information to others as it takes to preserve and safeguard its own proprietary information, but in any event, no less than a reasonable degree of care. Contractor shall not, without the prior written consent of WCS, reproduce any Information; nor disclose Information to any party; nor use any Information for any purpose other than performance for the benefit of Contractor hereunder. (b) Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to WCS in connection with the Goods or other performance covered by the Contract shall not, unless otherwise specifically agreed upon in writing by WCS, be deemed to be confidential or proprietary information and shall be acquired by WCS free from any restrictions as part of the consideration of the Contract.

35. **No Pre-Judgment or Post-Judgment Interest:** In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
36. **Safety Data Sheets:** Pursuant to the Hazard Communication Standard (29 C.F.R. §1910.1200, et seq.) and incorporated by reference, except as modified by 13 N.C.A.C. 07F .0101, Contractor shall provide all safety data sheets in accordance with federal and state regulations.
37. **Mediation:** If a dispute arises out of or relates to the Contract, or the breach of the Contract, the parties agree first to try in good faith to settle the dispute through negotiation. If the dispute cannot be settled through negotiation, Contractor agrees to offer to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules, or administered by another mediator jointly selected by the parties, before resorting to litigation.
38. **Attorney's Fees:** In the event of legal proceedings related to the Contract, WCS shall be entitled to recover its costs and reasonable attorney's fees to the maximum extent allowed by law, should WCS be the prevailing party.
39. **No Third Party Benefits:** The Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party benefits.
40. **Force Majeure:** If WCS is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by WCS or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of WCS.

CONTRACT PROVISIONS REGARDING USE OF FEDERAL FUNDS

The Contractor is notified that this project will be financed with federal funds. The Contractor shall ensure that all subcontracts and other contracts for goods and services for a federally-funded project have the mandated provisions of this directive in their contracts. By submission of a proposal, the Contractor agrees to comply with the following provisions. Failure to comply with any and all provisions herein may be cause for the contracting agency to issue a cancellation notice to a contractor.

1. **Contracts for more than the simplified acquisition threshold currently set at \$500,000.** When federal funds are expended by WCS, WCS reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
2. **Changes.** The Board may at any time, by a written change order, make changes within the general scope of the contract, in any one or more of the following: (a) specifications (including drawings and designs); (b) method or

manner of performance of the work; (c) furnished facilities, equipment, materials, services, or site; or (d) the schedule for the performance of work. If any such change causes an increase or decrease in the cost of the work under the contract which was changed, an equitable adjustment may be made in the contract price and the contract may be modified in writing accordingly. Any claim by Contractor for adjustment under this clause must be asserted no later than 30 days from the date of receipt by the Contractor of the notification of change. Any change in the cost of work shall be authorized in writing by both parties.

3. Termination.

- a. For Cause. The Board may terminate the Contract, in whole or in part, following written notice by the Board of a breach of the Contract by Contractor and the Contractor having fifteen (15) days to cure. In addition to any other remedies available to the Board in law or equity, the Board may procure upon such terms as the Board shall deem appropriate, Goods or Services substantially similar to those so terminated, in which case Contractor shall be liable to the Board for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.
- b. For Convenience. For good cause as determined by the Board in good faith, the Board shall have the right to terminate any work under this Contract, in whole or in part, at any time at its complete discretion by providing 30 days' notice in writing from Board to Contractor. If the Contract is terminated by the Board in accordance with this paragraph, Contractor will be paid in an amount which bears the same ratio to the total compensation as does the Goods or Services actually delivered or performed to the total originally contemplated in the Contract. The Board will not be liable to the Contractor for any costs for completed Goods, Goods in process or materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.

4. **Remedies.** The Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of any breach of contract by either party, including but not limited to any administrative, contractual or legal remedies applicable as well as any appropriate sanctions and/or penalties.

5. Equal Employment Opportunity.

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
6. **.Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** During the term of an award for all contracts and subgrants for construction or repair, the Contractor certifies it will be in compliance with all applicable Davis-Bacon Act provisions. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. WCS will report all suspected or reported violations to the Federal awarding agency. Contractor certifies it will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. WCS will report all suspected or reported violations to the Federal awarding agency.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** The Contractor certifies that during the term of an award for all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Compliance.** The Contractor certifies that during the term of an award for all contracts by WCS resulting from this procurement process in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. **Buy American Provision.** Contractor certifies that contractor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Contractor agrees to abide by this provision and shall maintain records of such purchases for inspections by authorized agents of the State of North Carolina and federal agencies. The Contractor must obtain a written exception from this provision from the agency issuing the contract.
11. **Debarment and Suspension.** Contractor certifies that during the term of an award for all contracts by WCS resulting from this procurement process, the Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

12. Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). When federal funds are expended by WCS for an award exceeding \$100,000, the Contractor certifies that during the term and after the awarded term of an award for all contracts by WCS resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor further certifies that:

- a. No Federal appropriated funds have been paid or will be paid for on behalf of the Contractor, 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its Instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

13. Records Retention Requirements. The Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

14. Certification of Compliance with EPA Regulations. For a contract in excess of \$100,000, the Contractor certifies that the Contractor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

15. Certification of Compliance with Energy Policy and Conservation Act. Contractor certifies that the Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16. Certification of Non-Collusion Statement. Contractor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

17. Copeland Anti-Kickback Act.

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Wilson County Schools

Item Detail & Bid Sheet

Bidder Name: _____

DESCRIPTION / SPECIFICATIONS

Wilson County Schools is seeking proposals to solicit responses from experienced vendors to provide multifunction digital copiers/printers/fax machines along with associated maintenance and supplies. Wilson County Schools is also interested in moving towards cloud based fax services. Wilson County Schools is also requesting a bid for PaperCut print management software as a separate option through the vendor.

*Below are the **requirements**; your responses in the RFP should be well organized, clear and concise.*

Contract and Terms:

- Effective Date: July 1, 2024
- Conditions: 60 months (5 years) with option for (2) one year extensions
- The current production of printers, copiers, and/or fax machines will need to be replaced with new (not used, reconditioned, refurbished, or remanufactured equipment) machines by August 1, 2024. Installation of new products; removal and disposal of old equipment will also occur by August 1, 2024.

VENDOR EXPERIENCE

Wilson County Schools intends to enter into an agreement with a qualified vendor to sell and provide ancillary services as required. The vendor must provide the following:

1. Vendors must currently be providing copier services for at least ten (10) K-12 school districts that are similar in size and complexity to Wilson County Schools.
2. Vendors must have a record of at least ten (10) years of successful copier services performance at K-12 school districts that are similar in size and complexity to Wilson County Schools.
3. Vendors must have a state-of-the-art web-based quality assurance program that includes all facets of a copier services program, including inspections, interviews, and formal reporting capabilities.
4. Vendors must have a formalized in-service training and educational program for all Wilson County Schools employees and staff, whether management or hourly.
5. Vendors must be able to provide three (3) recent start-up references.
6. Vendors must show an audited financial report for the last three (3) years.
7. Vendors must meet all local, state, and federal laws, codes, and requirements.

PROJECT REQUIREMENTS

The following components must be included in the scope of work for the Wilson County Schools Copier/Printer project.

1. Copier Services for Wilson County Schools will be provided for all district buildings listed in [Exhibit A - District Building List](#).

The following exhibits have been included with this RFP to provide vendors with additional information that may be beneficial for the development of a proposed copier services program for Wilson County Schools:

- Minimum number of machines is detailed in [Exhibit B - Existing Machines on Site](#)

In addition, the vendor agrees to the following:

2. Provide prompt maintenance services for all machines during the length of the contract.
3. Maintain insurance and liability on all equipment.
4. Minimal Multi-function machine specifications:
 - ✓ Ability to retrieve a print job from any District desktop or laptop computer on the District's network to any machine by entering a unique code

- ✓ Ability to work with Cloud printing without a Windows Print Server as the pass-through.
- ✓ Have tracking software that monitors toner levels, click counts, and malfunction alerts
- ✓ Minimum Speed: 30 ppm or faster, see preferred equipment list for guide/suggestions
- ✓ Dual-Scan document feeder with 50-sheet capacity (scan speed of 120 IPM)
- ✓ Minimum Memory 4.0 GB Ram/Dual 32 GB HDD
- ✓ All drivers/mobile print/secure printing
- ✓ Network connectivity: TCP/IP
 - ✓ Scan to Email via Google SMTP compatibility
 - ✓ Scan to Black & White and Color minimum 200 dpi
 - ✓ Scan to network functionality ✓ PCL 6 and PS Drivers
 - ✓ 2 Paper drawers and 4 paper drawers (including dual large capacity drawers, up to 12 x 18 capable (drawer type will be selected for each machine)
 - ✓ Paper handling capability ○ Letter - portrait and landscape ○ Legal (11 x 14) ○ 11 x 17 ○ Bypass Tray
 - Envelopes - ability to print envelopes fast ○ Photo Paper ○ Cardstock ○ Labels
 - ✓ 50 sheet stapling finisher (will be selected on some machines)
 - ✓ Saddle stitched booklet capability (will be selected on some machines)
 - ✓ 2 and 3 hole punch (will be selected on some machines)
 - ✓ Automatic document feeder
 - ✓ Automatic duplexing
 - ✓ Collating capabilities
 - ✓ Reduction and Enlargement capability
 - ✓ Scanning Resolution minimum 300 dpi
 - ✓ Output Resolution of 300 dpi (will be selected on some machines)
 - ✓ Cardstock weight of up to 110 (will be selected on some machines)

GENERAL GUIDELINES

The successful vendor shall be required to provide adequate equipment in our schools and office buildings as determined by the vendor and Wilson County Schools in order to adequately produce the required copies and provide efficient access for all required users.

Wilson County Schools shall not be the owner of any of the designated copiers, nor shall they have the option to purchase any copiers at the end of the agreement term. This agreement will be for a 3-year term. All proposals longer than the term (36 months) required may be considered non-responsive and possibly rejected.

Wilson County Schools shall compensate the vendor on a cost per copy basis or the agreement may be based upon the average daily membership, whichever is most profitable. Wilson County Schools does not guarantee any daily, monthly, quarterly or annual volumes to the vendor. With the exception of paper, this agreement shall include all operating supplies, staples, toner and drums, as well as all service requirements (travel, parts and labor) as necessary to meet the demands of the school system. All billing will be monthly and per copy charges must include all necessary software and computer networking assistance for the duration of the contract. Any fees, property taxes, etc. billed separately will not be paid. Any attempt by the vendor to force Wilson County Schools to honor such charges will result in immediate termination of the contract between the vendor and Wilson County Schools.

Equipment: Wilson County Schools reserves the right to select equipment at each location from the vendor's current total product offerings comparable to the existing equipment or in some cases, an upgrade. All equipment will be NEW (not used, refurbished, or remanufactured equipment). Any attempt to deliver used, refurbished, or remanufactured equipment will result in the immediate termination of the contract between the awarded vendor and Wilson County Schools at no cost to Wilson County Schools. The vendor shall provide

additional equipment as needed and update or replace if service calls on any equipment exceeds the reasonable expectations. In the event a copier needs to be sent out for service, a loaner will be available immediately upon request (not to exceed 24 hours) at no cost to Wilson County Schools.

During the length of the contract, it may be necessary to move equipment within the schools or offices. Wilson County Schools will have permission to move machines around within a building as long as it is on the same floor. The company chosen will provide Wilson County Schools with two (2) free moves, one building to another building per fiscal year. Wilson County Schools will notify the vendor three (3) days in advance of the anticipated move.

Desired copier features listed in order of priority are: 1) speed; 2) duplexing ability; 3) scan capability; 4) collator; 5) reduction/enlargement; 6) stapler; 7) ability to copy on transparencies, card stock; 8) three-hole punch; 9) multiple size paper drawers; 10) magazine/saddle stitch feature; and 11) fax. At least one copier at each location should have the scanning capability. All machines at the Central Office will need to have scanning capability.

Delivery Requirements: All equipment shall be delivered, installed and operating by August 1, 2024.

Payment/Billing Terms: Net 30 days. Meter readings will be done by a designated employee on the last working day of the month and forwarded to the vendor within three working days via fax or e-mail as specified by the vendor. A per copy portion of the contract will be billed based on the actual copies on each machine identified by serial number and/or identification number at each location. Billing on an ADM basis will be based upon a monthly fee as outlined in the ADM Agreement.

All monthly billing, whether based upon ADM or per copy charges, must include all necessary property taxes, documentation charges and fees, delivery, set-up, training, necessary software, and computer networking assistance for the duration of the contract. Any fees, property taxes, etc. billed separately will not be paid. Any attempt by the vendor to force Wilson County Schools to honor such charges will result in immediate termination of the contract between the vendor and Wilson County Schools.

Supplies/Maintenance: All supplies for copiers (except paper) including shipping costs are to be provided by the awarded vendor and included in the quoted price given. The successful vendor shall maintain an inventory of supplies at all times to provide acceptable levels of service. The awarded vendor must also honor a 4 to 6-hour response time by a qualified service technician on all service calls placed by Wilson County Schools. Wilson County Schools will monitor the response time. Any constant neglect or deviation from the listed response time will be cause for termination of the contract at no cost to Wilson County Schools. The vendor must be able to service all copiers.

A designated employee at each location and/or office will be responsible for administering calls for service and supplies. If service calls on any equipment exceed the reasonable expectations of the site manager, then the vendor will replace the piece of equipment with like equipment within four (4) business days.

Training Requirements: Training for key operators and other departmental personnel must be completed within 48 hours after installation. Scheduling of training will be coordinated through a designated school or office employee. On-going training is to be provided as needed during the life of the contract at no additional cost to Wilson County Schools.

Ownership of Equipment: The awarded vendor shall maintain complete ownership of the equipment for the duration of the contract. Vendor is responsible for any and all taxes (except sales tax) related to the equipment

supplied to Wilson County Schools. Upon the completion or early termination of the contract, the vendor shall have no more than one (1) business week to remove all equipment. After notification, if the equipment is not removed within a reasonable time, Wilson County Schools will not be responsible for any damages that may occur. Wilson County Schools shall exercise reasonable and appropriate insurance guarding against fire, theft, vandalism, and other acts that a reasonable owner would normally maintain. Wilson County Schools will provide documentation of such insurance upon request by the vendor.

Cancellation: If either party fails to meet or fulfill the terms and provisions of this agreement, the party claiming such failure may, at its option, give written notice of the breach claimed to the other party. If within fifteen (15) days from receipt of such notice, such failure has not been corrected or arrangements made for settlement, the claiming party may terminate this agreement fifteen (15) days after giving written notice of termination to the breaching party. The right is reserved to cancel the contract at the option of the Wilson County Schools due to lack of funding or if the unit performance/vendor service has been unsatisfactory. Unsatisfactory performance/service will be substantiated by written records of recurring problems/service calls. Any cancellation as described herein will be considered a breach of contract and will not be subject to penalty payments other than removal charges as stated herein.

Delivery: Delivery, installation, and training should be completed by August 1, 2024.

Condition: Any equipment offered must be new and in current production and in first class condition. All parts must be new and the machine cannot be refurbished or remanufactured or discontinued. However, if any equipment installed as a result of this proposal proves to be defective or unsatisfactory at any time during the contract, to such an extent that an unreasonable number of service calls are required, the contractor will be required to promptly replace such equipment with acceptable equipment at no added cost to Wilson County Schools.

MSDS: In addition to meeting federal and state laws and requirements concerning hazardous chemicals, contractor(s) shall forward proper and current Safety Data Sheets (SDS) with initial invoice. Furthermore, the contractor shall furnish the Wilson County Schools and/or its agencies additional MSDS as requested. By signature on and submission of this proposal, the bidder agrees to these conditions.

Maintenance: All maintenance shall be provided as part of the lease or rental contract price quoted herein for the term of lease or rental at no additional cost to the Wilson County Schools. Maintenance is to consist of all labor, parts, travel and manufacturer recommended preventive maintenance. A letter from the manufacturer of proposed equipment detailing their recommended maintenance schedule should accompany this proposal and the company should adhere to the recommended maintenance schedule. All Preventive Maintenance calls should be scheduled with the school so as not to disturb during testing or other crucial times at school.

Moving Machines: Wilson County Schools will have permission to move machines around within a building as long as it is on the same floor. The company chosen will provide Wilson County Schools with two (2) free moves, one building to another building per fiscal year.

Service: It is the responsibility of the person signing this proposal to guarantee service for the location(s) indicated herein over the entire term of the lease for any equipment installed as a result of this proposal. Service response in the 4-6 business hour range is acceptable. Response time exceeding 4-6 business hours is unacceptable. Service response times in excess of 4-6 hours are liable to the Service Guarantee Section (see below). Technicians must make site visits within twenty-four (24) hours of initial telephone call. Consistent failure to provide service as required will be grounds for finding the contractor in default of contract, removal of equipment, and will be grounds for removal of the vendor from consideration for future awards. Technicians

must be present during all installations and upgrades. Whenever a service technician visits a school, they will leave their name and status of copier(s) with the school's designated staff person before leaving school premises. If a copier is not repaired, the estimated date and time of repair must be left with school personnel.

Enclose an organizational chart for service personnel who will be assigned to Wilson County Schools, to include:

- a. Name
- b. Tenure
- C. Criteria for each level of training
- D. Certifications

Service guaranteed from _____ (location) within _____ business hours after receipt of a trouble call from the user.

Service Guarantee: Failure to meet service response times within six (6) business hours will result in a penalty of fifty dollars (\$50.00) per incident. Any penalty will be deducted from the monthly billing invoice unless the customer is given a satisfactory explanation by the vendor for the failure to meet service obligation. Satisfactory explanation shall be one as determined by the Wilson County Schools.

Contract Termination: Wilson County Schools reserves the right to terminate this contract for non-performance in the event that repeated failure to meet guaranteed service times occur in excess of four (4) times in a row.

Back-Up Units: In the event that the machine(s) are inoperable for more than two (2) days or has continuous service problems, the vendor at the request of Wilson County Schools, must provide a loaner unit until the inoperable machine is again operational. If any machine is down more than three (3) times within a thirty (30) day period for the same problem, the machine will be replaced with a new machine with the same specifications as one being replaced. If said machine cannot be made operational as intended use would require, the inoperable machine will be replaced with a new machine with same specifications as one being replaced. Loaner or replacement machine must be in school and operational within twenty-four (24) hours after request.

Availability of Parts, Service & Supplies: Repair parts, accessories, service, and all supplies must be guaranteed available for proposed equipment for a minimum of three (3) calendar years after installation of term of lease plus any granted extensions whichever is greater.

Copy Volume: All proposals should be accompanied by a letter from the manufacturer stating recommended volume range for optimum equipment performance. There will be no guarantee on the number of copies per copier or number of copies as a whole unit. During the 2022 - 2023 school year Wilson County Schools used approximately the following number of copies/printed pages:

Color Pages

371, 900

Black & White Pages

9,181,300

Training: Training shall be provided for each school and department listed that will receive equipment. Training shall be thorough and cover complete operation of the machine including preventive maintenance and problem solving on the machine with at least 3 people at each site. This shall take place within one day after installation. After one month of operation or as new personnel are hired, Wilson County Schools may request follow-up training at no charge. Two additional trainings may be requested each year by each school or department and scheduled at no additional cost.

Attachments to Proposal: The following is intended to be a checklist of attachments which should accompany your proposal. Proposals submitted without these attachments may be subject to rejection as incomplete.

A. LETTERS FROM MANUFACTURER AND BIDDER: All letters from manufactures must be current (maximum 90 days old) and must include a telephone number for the person signing.

1. Supply yield estimates
2. Paper stock recommendations
3. Availability of parts, accessories, service & supplies
4. Recommended maintenance schedule
5. Recommended volume range

B. DESCRIPTIVE LITERATURE

C. COPY OF CONNECTIVITY FORM

D. VARIATIONS FROM SPECIFICATIONS, IF ANY (not to be defined as substantial differences from basic specifications but may include doing the required job in a slightly different way than described)

Award: Monthly Lease plus Cost Per Copy for number of copies or ADM cost shown in "Requirements" section and for terms of contract will be used in the evaluation. Other factors used in the evaluation are actual job requirements, demonstrated ability of proposed unit to meet specifications, availability of service and supplies, general reputation of bidder, demonstrated ability of proposed unit to meet actual job requirements, etc. Demonstration of actual make/model proposed must be available within 7 business days after request by Wilson County Schools at no additional costs to the Wilson County Schools. Only volume levels and supply yields recommended by the manufacturer will be used in evaluation.

Invoicing: A Purchase Order will be cut to encumber the funds on a yearly basis ending with our fiscal year of June each year. The payments will be paid on a monthly basis. The excess copier charges will be prorated annually and invoiced on a yearly basis ending with our fiscal year of June each year.

There is no guarantee on the number of copies on any copier or all copiers as a whole. Excess costs for overages will be based on a volume per copier at each school per month averaged annually. Our fiscal year begins July 1 and ends June 30 each year. If Wilson County Schools exceed annual volume on any copier, the vendor will bill excess charges to Wilson County Schools prior to July 31 of each year. If Wilson County Schools does not use the full yearly volume on any copier, the vendor will credit Wilson County Schools the excess copy costs agreed upon in this bid, for each copier where the copy is under the monthly allowance times twelve (12).

Features: All copiers should be complete with Automatic Document Feeders.

All copiers will have the ability to enter user codes and a specific limit per code for a year or specific time frame. When limit is reached, copier will stop making copies for that user.

All copiers will have the ability to send an Excel Spreadsheet on a monthly and yearly basis to at least one person in Wilson County Schools. The vendor will have the ability for Wilson County Schools to place orders and service calls in a quick and easy manner both online and by telephone.

All copiers that do not have a finisher will have the ability to rotate/sort. Network capability has to be an unlimited number of users per machine.

Administrative Requirement: Vendor must appoint one designated account manager or point of contact dedicated to Wilson County Schools who will have full authority over the contract, equipment placement and any personnel who will be assigned to Wilson County Schools. Vendor shall provide one contact point accountable to Wilson County Schools for the complete order entry to machine delivery process. It is imperative that easy access to this point of contact is available at all times during normal business hours (8:00 a.m. to 5:00 p.m.).

Vendor shall provide centralized summary billing containing the following information:

- 1) One master invoice with one invoice number for summary billing on a monthly basis.
- 2) Detailed, individual location back-up to master invoice which should include the following:
 - a. Location
 - b. Machine Make/Model
 - C. Serial Number
 - d. Beginning and ending meter readings
 - e. Total copy volume.
 - f. Dollar amount
 - g. Bill date

Bonds: No Bid Bonds or Performance Bonds will be required for this project as the Terms and Conditions might require. Insurance certificates are required per the Terms and Conditions.

Vendor Shall:

- A. Be responsible for all accidents and damages that might occur due to his equipment or personnel while on the grounds or buildings used or owned by Wilson County Board of Education. Wilson County Schools shall not be responsible for, but not limited to, fire, theft, vandalism and/or acts of God or acts of nature for any of the equipment at any time. The vendor remains responsible for any costs that are incurred from these instances.
- B. Be responsible for all clean up and disposal of debris from premises during and after completion of job.
- C. There shall be no tobacco products inside or outside of building, since all of Wilson County Schools' buildings and properties are tobacco-free.
- D. There shall be no alcoholic beverages, drugs, or firearms on any Wilson County Schools property.
- E. By submission of a bid, the Vendor acknowledges that he/she has a complete understanding of the required scope of work, either as defined herein or described orally by the owner's designated representative.

Pricing: All prices quoted herein are to remain effective for the entire thirty-six (36) month term contract.

Quantities: No minimum or maximum installations or volumes are implied or guaranteed herein.

Taxes: Wilson County Schools will NOT be charged for any property tax, usage tax or document handling fees. Only North Carolina sales tax is applicable.

REQUIRED ATTACHMENTS

- 1) Descriptive literature must be submitted for each unit proposed.
- 2) Reference list of at least three (3) current accounts, preferable local school systems under a similar program. Include customer name, phone number and contact person.
- 3) Manufacturers' statement on availability of parts, service and supplies, recommended volume range and paper stock recommendations.

Proposal Attachments:

(To be completed by Vendor and included in Proposal)

- Company Overview
- Pricing Overview
- Vendor Supplied Capital Equipment
- Staffing Overview
- Guarantee Overview
- References
- Lost Accounts
- Vendor Exceptions to Terms of Contract

Minimum Product Specifications for Copiers Needed:

In some locations, a code shall be used to operate the equipment. The equipment should allow for a minimum of fifty (50) codes. The vendor should include in their proposal equipment that has the same features as the equipment already in place (document handler, duplexing capabilities, etc.) In some cases, an upgrade will be noted. **If the vendor deems it necessary to view the present equipment, arrangements must be made prior to visiting. It is imperative that the vendor understands that all questions should be directed to the Executive Director of Technology & Innovation. No consideration will be given to any oral information obtained at our sites.**

Pricing: Cost per copy and/or Average Daily Membership Cost

When submitting your bid, you must submit your cost per copy figure and/or your average daily attendance consideration on this form. You must also submit a copy management program plan that includes the number of machines you will provide and features provided on each machine at each location. There will be NO guaranteed copies per month or year on these machines. If during the program, the machines provided are not enough to handle copies being made, we may add new machines at no additional costs except for the cost per copy for those machines at any and all locations.

PROPOSAL REQUIREMENTS AND EVALUATION

1. Vendors must submit a proposal containing all documents and information requested below in the format and order specified. Failure to comply may result in disqualification of the proposal.
2. The proposal is required to have the following sections, each identified with a labeled tab:

Executive Summary
Company Information
Pricing/Capital Equipment
Staffing
Training
Transition Plan
Quality Assurance Program
Guarantees/Letter of Surety/Insurance
References
Other Relevant Information

3. Proposal layout and content requirements:

a. Executive Summary (*maximum 5 pages*)

b. Company Information (*maximum 4 pages*)

1. Company Overview (Attachment 1)
2. Company History

c. Pricing/Capital Investment

1. Pricing Overview (Attachment 2)
2. Capital Investment Overview (Attachment 3)
3. Vendor Supplied Equipment List - Copier models and manufacturers (Attachment 4)

d. Training (*maximum 12 pages*)- (Attachment 4) Fully explain your general management and training programs. Include the operation of the machine(s), including preventive maintenance and problem solving on the machine. Define training as well as follow-up training.

e. Transition Plan- (Attachment 5) Documentation of plan to install the machines onto Wilson County Schools property prior to the start of August 1, 2024.

f . Quality Assurance Program (*maximum 9 pages*)- (Attachment 6) Fully explain your web based quality assurance program. Include samples of formal reports, billing, complaint procedures, etc.

g. Certificate of Insurance/Certificate of Liability - (Attachment 7)

h. References (Attachment 8) - Provide the information requested for ten (10) references that are similar in size and complexity to Wilson County Schools. At least three (3) references must be recent start-up accounts.

i. Lost Accounts (Attachment 9) - Provide the information requested for all accounts lost within the past two (2) years.

j. Other Relevant Information

1. Vendor Exceptions to Terms of Contract (Attachment 10)
2. Appendix - Provide any additional documentation or information that you feel would help us better understand your ability to provide copier services at Wilson County Schools. (*maximum 15 pages*)
3. Audited Financial Statements for the past three (3) years

4. All proposals are to be presented in a bound format and printed on 8.5 x 11 paper.

5. Five (5) printed copies of the proposal and a complete electronic copy on USB drive must be submitted by each Vendor. A PDF of the proposal is acceptable but the original editable files must also be included.

6. Proposals are to be sealed with the outside packaging marked as follows:

Proposal for Copier Services

Response to RFP

Vendor Name

Vendor Contact

Vendor Phone

PROPOSED PROGRAM COST PER COPY FOR BLACK COPIER \$_____

PROPOSED PROGRAM COST PER COPY FOR COLOR COPIER \$_____

**PROPOSED PROGRAM COST PER COPY FOR ALL OTHER COPIERS/PRINTERS
\$_____**

PROPOSED PROGRAM COST PER AVERAGE DAILY MEMBERSHIP \$_____