

PRESTON COUNTY SCHOOLS

731 Preston Drive
Kingwood, WV 26537

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REQUEST FOR PROPOSAL TO PROVIDE DIGITAL COPIERS FOR PRESTON COUNTY PUBLIC SCHOOLS

You are invited to submit prices on the following proposal to provide an estimated maximum thirty-five (35) digital copiers to be used in the public schools under the direction of The Board of Education of the County of Preston (Board).

Proposals will be received until **March 19, 2021, at 2:00 p.m.** and will be opened shortly thereafter by the Treasurer at the Preston County Board of Education central office located at 731 Preston Drive, Kingwood, WV. Preston County Board of Education reserves the to accept or reject any part of, or all bids.

SCOPE

Our expectation would be that, exception of paper, quoted prices would include all supplies, parts, maintenance, and service required to make copies.

Our desire is to have this equipment available for a three-year period. Under these circumstances, the equipment would remain the property of the vendor.

While it may be the user's intent to keep this equipment for a multi-year period, neither the Board nor individual schools can commit funds beyond the current fiscal year. Therefore, any multi-year agreement must be subject to renewal by the user at the beginning of each fiscal year.

In the event the users copy volume significantly changes, the vendor would be expected to allow exchanges upward or downward at the appropriate cost.

Parties agree that any agreement shall be governed by the laws of West Virginia and the policies of the Board both as to interpretations and performance.

The successful bidder agrees, by entering into this agreement, to defend, indemnify and hold the Board harmless from any and all causes of action or claims of damages arising out or under this agreement.

ADMINISTRATIVE AND CONTRACT INFORMATION

The vendor must assume all shipping and installation charges, all insurance charges associated with the delivery of the equipment and applicable tax. All quotes must be F.O.B. destination with all shipping and installation charges included in the quoted price. Prices must include initial training and start-up supplies shall be the normal quantity to begin operation of the equipment.

All prices on this contract shall be firm for one year from the effective date on the agreement.

There shall be no third-party service/maintenance or lease entities involved in the agreement.

The Board will not be required to give notice prior to the end of the agreement.

There shall be no additional charges for equipment removal at the end of the agreement.

The Board will have the option to add additional machines at the agreement price.

Relocating machines, as needed will be the responsibility of the vendor at no cost to the Board.

All bidders are required to have a service organization with the ability to provide on site maintenance. Vendor's pricing must include a full-service agreement for all units placed. Maintenance is to be available on both a per call basis as needed and a preventative maintenance schedule.

Service representatives shall be full-time employees of the vendor or of a subcontracted vendor designated by the vendor as their representative. All service representatives must be factory-trained technicians. During the course of the bidding process or the agreement period, the Board reserves the right to request proof of certification. All service representatives shall have an adequate inventory of repair parts that will permit repairs to be made promptly with minimum machine down time.

Service must be available during normal working hours (8:00 a.m. to 4:00 p.m.), Monday through Friday. Preventative schedule maintenance shall be provided as needed on all equipment as specified by the manufacturer. This includes, but not limited to, routine cleaning, lubrications, replacement of unserviceable parts, and all necessary adjustments to insure successful performance of the equipment.

Loaner units shall be provided, at no additional charge, if a copier is estimated to be down for 16 consecutive working hours for repair. Loaner units should be of comparable size and features to original copier. The Board shall not pay for any charges associated with the loaner unit.

Vendors must respond to all requests to service within four (4) working hours of a request throughout the entire agreement period. Repetitive complaints concerning the failure to meet this requirement shall be cause for cancellation of the agreement.

Machine failure rates shall not average more than two (2) malfunctions per month that require vendor corrections. Any unit averaging more than two (2) malfunctions per month, for a three (3) month period, shall be reviewed by the Principal, with the vendor present, to determine a course of corrective action. All service complaints shall be documented in writing by the school. In the event that the impasse cannot be resolved to the school's satisfaction, the Treasurer shall determine the corrective action necessary.

All equipment must be new and current model digital copiers. Used or Discontinued models will not be considered.

Any delivery or installation charge shall be incorporated into the base price of the equipment. The successful vendor must agree to make delivery within 30 days after being awarded the bid. Failure to consistently comply with this delivery time may result in cancellation of the agreement.

Upon delivery and installation of all equipment, the vendor shall conduct a demonstration of the equipment in front of the designated Board representative(s) to verify that the equipment is fully functional, and the representative(s) is trained to use the equipment.

The Agreement Addendum per West Virginia State Board Policy 8200 will be included as part of the copier lease contract and must be accepted and signed by the winning vendor. (See Attached)

The Board reserves the right to cancel the contract upon written notice to the vendor if the equipment is of an inferior quality or does not conform to the specifications of the bid.

BILLING

The Board and/or the individual schools shall be invoiced monthly. The vendor shall read all meters. Invoices will include a listing of each machine and its usage for the billing period. Billing considerations shall be given to the schools during the summer months.

There shall be no personal property taxes assessed to the Board on the machines. Taxes due on leased machines are the responsibility of the vendor.

EVALUATION & AWARD

Proposals will be evaluated based on 1.) conformance to our intentions, 2.) the vendor's ability and resources for fulfilling the commitments required to implement this type of program, and 3.) pricing. In this regard, vendors may include any qualification that they feel appropriate. If made, the award will be based upon equipment performance, operation, cost, and vendor service.

If at any time, a vendor fails to meet the required conditions and standards, the agreement may be voided.

The Board reserves the right to reject any and all bids or any parts thereof.

ADDITIONAL INFORMATION

School	ID #	Pupil	Employees	Estimated Copiers
Aurora	101	166	17	1
Rowlesburg	103	76	12	2
Bruceston	104	624	46	4
Terra Alta/East	105	374	32	4
South Preston	106	368	30	2
West Preston	107	728	54	4
Fellowsville	203	78	10	2
Kingwood	204	422	34	3
Central Preston	401	332	26	2
Preston High	507	1204	95	6
Bus Garage	104	-	3	1
County Office *	001	-	20	4
Totals		4372	377	35

*Includes Color Copier

** One-Month Usage numbers per current machine is attached **

SPECIFICATION

Thirty-Four (34) Black and White Multi-Functional Digital Machines and One (1) Color Multi-Functional Digital Machine

All copiers will have the following features/capabilities:

- Minimum of 65 CPM
- Print/Scan/Copy
- Scan Speed: 75 Scans per minute (Black/White) 75 Scans per minute (Color)
- Paper Size: Up to 11” to 17”
- Recirculating Automatic Document Feeder
- Zoom Reduction/Enlargement 25% to 400%
- Automatic Duplexing
- Finisher/Sorter with 3 Hole Punch and Stapler
- Minimum of 2,500 Sheet Paper Supply Capacity/ Up to 110 lb. Index from all drawers- Bypass Tray with 75 Sheet Capacity
- Three Paper Drawer Minimum
- Must have secure print using personal identification code
- Ability to print report that shows each individual staff member’s usage
- Job Print Around
- Network Printing and Scanning (Scan to folder, mailbox, USB drive) Vendor must install to Network, device must be WIFI, wireless capable
 - Scan to PDF from device touch panel
 - Scan to Word and Excel from device touch panel
 - All without end user seat licenses for approximately 500 employees
 - Ability to print from West Virginia Education Information System (WVEIS) and personal computers connected to Board’s network
- Data Security: Proposal must describe how data will be secure
 - Storage drive must be “overwritten” at least monthly and at the end of term

Quoted prices must include all maintenance, supplies and staples except paper.

Quotes lease prices shall not increase and must be fixed for the term of this agreement.

BIDS

Please provide the following information in your bid document:

- Brand and Model of Equipment _____
 - Annual Cost per Black/White Copier _____
 - Black and White Cost per Copy _____

- Brand and Model of Equipment _____
 - Annual Cost per Color Copier _____
 - Color Cost per Copy _____

- Cost per Scan (if any) _____

Please provide any additional information:

Please direct any questions to:

Katrina Kerstetter
Treasurer/CSBO
katrina.kerstetter@k12.wv.us
(304) 329-0580 ext. 224

CONTRACTOR DATA SHEET

1. QUALIFICATION OF OFFEROR: The Bidder shall have the capability and the capacity in all respects to fully satisfy all the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time the Offeror has been in business providing the goods/services in this solicitation: ____Years ____Months.
3. REFERENCES: Offerors must provide a listing of a least three (3) local references for whom the servicing company has provided specified goods/services, preferably of the same or greater scope, within the last three (3) years.

1	Customer Name:	Contact Name:	Contact Title:
Address:			Phone Number:
			Fax Number:
			Number of Machines at Entity _____

2	Customer Name:	Contact Name:	Contact Title:
Address:			Phone Number:
			Fax Number:
			Number of Machines at Entity _____

3	Customer Name:	Contact Name:	Contact Title:
Address:			Phone Number:
			Fax Number:
			Number of Machines at Entity _____

**PURCHASING POLICIES AND PROCEDURES MANUAL
FOR LOCAL EDUCATIONAL AGENCIES**

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to jurisdiction of any court other than the Circuit court of the county in which the Agency is located are hereby deleted. The parties may agree to nonbinding mediation prior to litigation.
2. **HOLD HARMLESS** – Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State’s governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a political subdivision of the State of West Virginia, the Agency is generally exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** – Any references to prepayment are deleted. Fees for software licenses, subscriptions, or maintenance are payable annually in advance. Payment for services will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation of non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provision limiting the Agency’s right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** – The Agency recognizes an obligation to pay attorney’s fees or costs only when assessed by a court of competent jurisdiction. Any other provisions invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to a State agency or another local governmental agency, board or commission of the State of West Virginia upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a political subdivision of the State, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor’s liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination. In such event, the Agency will not be entitled to a refund of any software license, subscription or maintenance fees paid.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor’s property is deleted. The Agency is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Governmental contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or changes may be made to this addendum without the express written approval of the Agency.

ACCEPTED BY:

VENDOR:

Local Education Agency: _____
Signed: _____
Title: _____
Date: _____

Company Name: _____
Signed: _____
Title: _____
Date: _____