

## **Introduction**

Dayton Independent Schools is a PreK-12 school district located in Dayton Kentucky. We serve approximately 1000 students with a staff of nearly 150 employees. The district includes an elementary school, a middle/ high school, and central office.

Currently, the Dayton Independent School District holds a district wide copier contract that is set to expire June 30, 2019. We are interested in providing the best service and price to the Dayton Board of Education for the next copier fleet.

## **STATEMENT OF PURPOSE**

The purpose of this document is to solicit proposals for supplying networked copiers to all buildings in the Dayton Independent School District.

Interested vendors should submit a formal proposal from their organization, which addresses the costs for the procurement, implementation, and maintenance of copiers.

## **GENERAL PROPOSAL INSTRUCTIONS AND CONDITIONS**

### **Acceptance of Proposal**

Proposals will be received to the attention of Casey Woods, District Technology Coordinator, 200 Clay Street, Dayton KY 45404 until 4:00 p.m., Monday, March 4, 2019. Proposals shall be submitted in a sealed envelope clearly marked "District Copier Service Bid." An officer of the firm who is authorized to legally bind the firm must sign the bid form.

All proposals which are in order and properly signed shall be opened and reviewed. No immediate decisions shall be rendered concerning the submitted proposals.

All responses may be rejected at the discretion of the Dayton Independent School District. The Dayton Independent School District reserves the right to choose the response that best suits the District's needs. This RFP in no way constitutes a contract or commitment to purchase or lease. If all responses are rejected, the Dayton Independent School District reserves the right to publish an RFP at a later date.

All proposals shall be effective for thirty (30) days from date of opening unless otherwise specified in special conditions of bidding, and no bid may be withdrawn prior to that time.

Upon termination or non-renewal of any lease agreement or contract, vendor will remove their machines from the property controlled by the Dayton Board of Education within 14 business days. The removal must include the destruction of any and all Dayton Independent Schools' confidential data stored on the machines in compliance with the DoD 5220.22-M Wiping Standard. There shall be no return or shipping fees assessed or paid by the Dayton Board of Education.

Please provide 3 local references (name of reference and point of contact) of those you presently serve that are utilizing similar networked multifunction equipment being proposed. The references should be from customers of like service size and needs. References from educational institutions are highly preferred but not required.

At the end of the contract, all equipment must be picked up by vendor at no cost to the Dayton Board of Education.

All equipment must be 100% new and not used, remanufactured, or newly remanufactured.

Bidders must provide assurance for on-site response time to all locations in the district. The vendor will be responsible for providing an assigned factory trained service technician, along with an assigned back up service technician. All equipment must maintain a 95% quarterly uptime performance. Awarded vendor will be responsible for providing documentation to the district reflecting this requirement is being maintained. Up-time is defined as the percentage of time the machine is on-site, operating according to specifications and fully available for use by the customer during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday. It does not include time that the machine is not operational because of a key operator's failure to clear simple misfeeds or to load normal supplies such as toner or paper.

Vendor shall provide assurance when a qualified technician will arrive on-site with adequate tools, parts and equipment to perform most anticipated repairs.

Vendors will provide the district details on how service calls are placed or what options are available, what geographic territory the technician assigned to Dayton Independent Schools covers, the process for replacement of equipment that cannot be repaired, emergency calls and parts and network requirements.

Loaners must be made available should equipment be down for more than 12 business hours. If equipment is continually having service problems, vendor must exchange equipment, at its expense for a like-type device.

Vendor must guarantee absolute customer satisfaction or replace the machine upon customer's written request. Vendor is to include a copy of their written customer satisfaction guarantee.

Vendor should offer remote web support to the desktop to provide end-user assistance with printing problems and to allow remote troubleshooting of machine or print problems via the internet.

Monthly billing is required. The invoices should be separated, showing equipment lease charges and usage charges per device, per location.

Bidders understand that the Board of Education must approve bills prior to payment - a process that sometimes results in payments extending past 30 days of invoice date. No late charges will be allowed.

Vendors will provide detailed explanation of the process for ordering and shipping supplies required for quoted equipment.

Provide a detailed plan for installation, training and network support. Installation, delivery, and set-up of equipment will be provided at no additional cost. Additional training maybe requested by Dayton Independent Schools for new staff during the duration of the lease and provided by the vendor at no additional cost.

Devices that include a standard user interface, functionality and driver support are required. Training will be provided to each school staff on proper use of equipment at no additional cost throughout term of agreement. Training will be provided by awarded company through a dedicated and responsible trainer.

It is to be understood that the contractor, if awarded an order or contract, agrees to protect, defend and save harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction of or form a part of the work covered by either order or contract. Contractor further agrees to indemnify and save harmless the Board of Education from suits or actions of every

nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or for any of the acts of the contractors, his servants, or agents.

### **Software Requirements**

Vendor should provide software which will allow for centralized print and copy management. The management must include the ability to have a virtual queuing option to allow users to print from any copier within their building or from within the district requiring only one installed copier on their device. The copier should be compatible with the use of Papercut. This software must be able to allow district and school level personnel to Manage Print and copy limits, track usage, and restrict users functions and locations.

Software will also capture monthly meter readings on each multifunction device unit in such a way that no end-user intervention is required. In addition, software must have the ability to print reports to show volume, by machine, distinguishing between print and copy, on a daily, monthly, annual basis (fleet management report). Vendor will work with school system and using these reports will help identify over/under utilized assets. A sample of vendor's fleet management report must be included with bid response.

The Software drivers for the user's device shall be compatible without alteration with both MacOS 10.13.x or newer and Windows 10 Professional, Enterprise, and Education 1803 or newer.

### **Model procurement regulations**

The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this invitation for proposal and the Model Procurement Regulations, the Regulations shall control.

### **Performance bond**

The Board of Education reserves the right to determine the ability of any bidder to perform the work and any bidder shall, upon request, furnish such information as may be necessary to determine such ability, including performance bond, if requested.

### **Penalties**

In case of default by the vendor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor the amount of the excess costs so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

### **Taxes**

Federal excise taxes or Kentucky state sales and use taxes are not applicable to any purchase made for the Dayton Independent Schools. Purchase exemption certificates will be furnished as required.

### **Additional Fees**

Property Insurance Coverage should not be included in the bid. The Dayton Independent School District has acquired the necessary coverage through the district's insurance company. A copy of the statement provided by the insurance company will be provided; upon request by the vendor selected.

## **Non-discrimination**

During the performance of this Contract, the Seller agrees as follows:

1. The Seller shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Seller shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not 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 Seller agrees to post in conspicuous place notices setting forth the provisions of the Equal Opportunity clause.

2. The Seller shall in all solicitations and/or advertisements for employees placed by or on behalf of the Seller, state that all qualified applications shall receive consideration for employment with regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

3. The Seller shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

## **RFP Questions**

Our objective is to ensure that we provide you with all of the information you need in order for you to provide the most complete response to this RFP as possible. As such, we welcome any and all questions which you might have. Questions or requests for clarification must be emailed to: [casey.woods@dayton.kyschools.us](mailto:casey.woods@dayton.kyschools.us). These questions and the answers to the questions will be distributed to all parties participating in the RFP process. Phone discussions will not be permitted so as to provide the same information for all vendors.

## **Important Dates**

Date	Action
1/2/2019	RFP is made available through email/website/local newspaper
1/2/2019	Vendors may begin submitting questions through email.
3/4/2019	Completed response to RFP due. Sealed packet should be delivered to District's Central Office (200 Clay Street Dayton, KY 40174). Packet should include one primary contact and his/her email address
3/5/2019	Packets will be opened at District's Central Office (200 Clay Street). No decisions will be made at this time and no questions will be answered.
4/8/2019	District will announce RFP recipient.
7/8/2019	Equipment should be on site, installed and operational

## **SCOPE OF THE RFP**

**Pricing Structure** All pricing information should reflect a five (5) year lease price based on the lowest possible rate available. The terms of the contract will be up to 60 months with an annual renewal at the end of each 12 month cycle.

### **Billing**

Billing will be Monthly with the Payment of the Lease being split in to twelve equal payments with the Monthly overages being charged at that time.

### **Proposal Spreadsheet**

All pricing and proposal information must be entered on the spreadsheet listed in the Appendix. The only information that will be considered during the bid opening is the information included on the district's spreadsheet. Bids that do not include information on the district's spreadsheet will be rejected.

### **Hardware and Maintenance**

The copier contract should include everything but paper. All hardware costs, toner costs, staples, and maintenance costs (both preventative and repair) should be included in the contract. All proposal prices must include transportation, delivery, installation, network connectivity, and training of the equipment to the specified Dayton Independent Schools locations.

### **Place of Delivery of Equipment**

All items provided pursuant to the copier contract may be delivered to the buildings directly, per the chart below. Vendor will need to contact the Technology Department to coordinate delivery times 48 hours in advance of delivery. Vendors will also need to specify electrical requirements necessary for copier(s).

Location	Address
Central office	200 Clay Street Dayton, KY 40174
Dayton Middle/High School	200 Greendevil Lane Dayton, KY 41074
Lincoln Elementary School	701 5 <sup>th</sup> Street Dayton, KY 40174

All equipment is to be delivered at the direction of and under the supervision of the Dayton Independent Schools. The successful vendor must notify the Technology Department prior to equipment delivery. Any attempted deliveries without a previously scheduled appointment will be refused and any additional delivery charge will be the responsibility of the vendor.

All delivery and installation charges shall be part of the original bid. The bid should include up to three additional equipment relocation requests per contract year. The successful vendor will be responsible for the unloading, assembling of equipment, setting in place in each building and the removal of waste and debris to the complete satisfaction of the Dayton Independent Schools. In addition, initializing network services needs to be coordinated with the Technology Department.

## **Equipment Needed**

### Central Office

1 Color Copier with fax option

Should have the ability to fold, staple, hole punch, booklet staple

1 Monochrome Copier

Should have the ability to fold, staple, hole punch

### Dayton High school

1 Color Copier with Fax option

Should have the ability to fold, staple, hole punch, booklet staple

2 Monochrome Copiers

Should have the ability to fold, staple, hole punch

1 Monochrome Copier – lower volume copier for media center

### Lincoln Elementary School

1 Color Copier with Fax option

Should have the ability to fold, staple, hole punch, booklet staple

2 Monochrome Copiers

Should have the ability to fold, staple, hole punch

## **Protection from Damage**

The successful bidder shall be responsible for the necessary protection in shipping, handling, and delivery, and required to guarantee that all items shall be in first class condition in every respect upon installation. Property Taxes (PPT) Property taxes are to be absorbed by vendor in the lease.

Prohibition against conflict of interest, gratuities and kickbacks

KRS 45A.455 prohibits conflicts of interest, gratuities, and kickbacks to employees of Dayton Independent School District in connection with contracts for supplies or services, whether such gratuities or kickbacks are direct or indirect.

Any employee or any official of the board of education of Dayton Independent School District, Dayton Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as in inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering bidding for, or in open market seeking to make sales to the board of education of Dayton Independent School District Dayton, Kentucky, shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned in the discretion of the jury.

Note: it is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000 fine or one (1) year imprisonment or both on conviction.

## **APPENDIX**

The quantities listed herein are not guaranteed; however, the District anticipates leasing the minimum quantities listed. The Board of Education reserves the right to order additional quantities as needed, and at the proposal prices or better, for the duration of the contract period. Any equipment added after the initial lease agreement will be added into the same billing as the rest of the aggregate.

All added devices will also be charged the same per click price as the rest of the aggregate. Cost per copy will be fixed for term of lease agreement, without any price increase. Note that the estimated monthly service cost is only an estimate used to calculate a total bid for comparison purposes. Successful bidder will be awarded a contract to include a cost per copy for black and white copies, a cost per copy for color copies, and monthly lease pricing for specified equipment.

### **Multifunction Product Key Features**

- Copy, Print, Scan, Fax
- Scan destinations: Network, email
- Fax receive destinations: network, email
- Scan file formats: JPEG, PDF, Searchable PDF, TIFF, multipage PDF, multipage TIFF, doc, docx, xls, xlsx
- Language translate from English to other languages – include but not limited to: Spanish, French, Russian, Mandarin
- USB Direct Scan & Print
- Color Scanning
- Duplex Scanning
- Auto Document Feeder
- Secures Data
- Energy Star Compliant
- Eco-Friendly
- Finishing Options: Stapling, Saddle Stitch Finisher, Hole Punch
- Connectivity: Ethernet 10/100/1000Base-TX, Fax option available