REQUEST FOR PROPOSAL

FOR

MULTI-FUNCTION PRINTERS

LEE COUNTY SCHOOLS

SOLICITATION ID: 688-1204-2019

Document Date: December 4th, 2019

Lee County School System
126 Starkville Ave. North
Leesburg, GA 31763
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SECTION 1: RFP INTRODUCTION

The Lee County School System (LCSS) is soliciting proposals from qualified vendors to provide multifunction printers (MFPs). The LCSS’s objectives and goals surrounding this RFP are to capitalize on continued technological improvements to improve business and educational processes. The LCSS is a government organization with three schools, multiple administrative departments, and over 20 multifunctional devices. This project will be awarded to one vendor providing equipment and software, as specified in the “Specifications/Quote” section, for the next 36 months (or other acceptable term) for the LCSS through an approved agreement. The agreement shall cover maintenance, training, and toner. Paper and staples are excluded from this contract.

Sealed proposals will be received until 1:00 p.m. on January 7, 2020 by the Lee County School System at the time and place specified on the invitation, at which time they will be publicly opened and read. Neither dating of proposal form nor placing in mail by this date will meet requirements. Proposals will be received up to date and time stated. The Lee County School System reserves the right to reject any and all proposals, any part of proposals, and to waive any and all informalities.

The Lee County School System, at its discretion and at no fee to the Lee County School System, may invite any vendor to appear for questioning during evaluation of bids for the purpose of clarifying statements in the bid. The Lee County School System reserves the right to reject any or all bids; any part or parts of a bid, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of the Lee County School System.

ITEM(S): MULTI-FUNCTION PRINTERS

CONTRACT TYPE: REQUEST FOR PROPOSAL

Q&A DEADLINE: DECEMBER 17, 2019 @ 2:00PM

BID OPENING: JANUARY 7, 2020 - 1:00 PM

Hand deliver all sections to the above address, or mail bids to:

Gary Kelley, Chief Financial Officer
Lee County School System
126 Starksville Ave, North (hand deliver)
P.O. Box 399 (mail)
Leesburg, GA 31763

All questions concerning this RFP must be submitted via email to Gary Kelley at kelleyg@lee.k12.ga.us and include the subject line: “688-1204-2019 Q&A”. Please note the Q&A deadline for this RFP day, December 17, 2019 at 2:00pm. Response will be made in the form of an addendum posted to the LCSS website.
SECTION 2: GENERAL TERMS AND CONDITIONS

1. **VENDOR’S ACCESS TO RFP INFORMATION:** Vendors are advised to view the LCSS website on a weekly basis for a listing of solicitations. RFPs issued by the LCSS are posted on the LCSS web site at https://www.lee.k12.ga.us

2. **CORRECTION OF MISTAKES:** All proposals must be ink or typewritten. No erasures permitted. Mistakes may be crossed out and correction inserted adjacent. Corrections must be initialed by person signing bid in ink or digital signature that includes accompanying chain of custody or audit log.

3. **FACSIMILE OR TELEGRAPHIC OFFERS:** An offer shall be submitted on the forms provided. *A facsimile, telegraphic, or mailgram offer shall be rejected.*

4. **SIGNATURE ON PROPOSAL REQUIRED:** All proposals must be signed with the firm or corporate name and by a responsible officer.

5. **DELIVERY OF PRICE REQUEST:** Offers received after the time and date stated on the RFP will be returned, unopened to the appropriate bidder, at bidder’s expense. Post marks or dating of documents will be given no consideration in the case of late submissions. If, however, a deliverer (UPS, Federal Express, US Air, etc.) can provide documented proof as evidenced by the signature of a school district employee that substantiates the claim the proposal was delivered to the proper place prior to the time and date set for Bid Opening and, through fault of school district personnel, the proposal did not get to the proper authority, the proposal will be considered. It is the bidder’s responsibility to ensure their proposal is delivered on time and to keep up with tracking information. *Do not make any school district personnel the contact for receiving tracking alerts on your mailing.*

6. **RETURN INSTRUCTIONS:** Vendors must use the RFP form(s) without alterations. Vendors should make copies for their records. When applicable, the “Unit Price,” “How Packed,” and “Brand & Code Quoting” lines must be completed for each item. Proposals should be sealed in an envelope with the following on the outside: The school system’s name and address, the submitter’s company name, the RFP number, and the RFP opening date and time as they appear on the cover sheet of this bid document. This is to assure that the proposal can be accurately registered upon receipt. You may clip and attached the label below.

   ATTN: Gary Kelley, Chief Financial Officer  
   Lee County School System  
   126 Starksville Ave, North  
   Leesburg, GA 31763  

   Bid: Multi-Function Printers No. 688-1204-2019  
   Due: 1/7/2020 1:00 PM

7. **UNIT PRICE PREVAILS:** Unit price will prevail in case of conflict between unit and total price. All prices to be firm for the period specified in the “Invitation”.

   4
8. **INVOICES**: All items listed are to be charged to the Lee County School System, P.O. Box 399, Leesburg, GA 31763. Invoice date to be determined by the date of delivery unless otherwise agreed.

9. **PUBLIC OPENING AND CONFIDENTIALITY**: Bid openings are open to any bidder or interested member of the public. The information announced will vary with the nature of the procurement, but all accepted bids, at a minimum, will be identified at the time they are due. This is done to reduce the potential for collusion and favoritism and to foster public confidence in our procurement process. Information conveyed during the bid opening is public record at the time of the bid opening. Afterwards, bids and other documents and information pertaining to the RFP, will be publicly available following the award of the contract. *No files will be removed from the school district offices. An offeror who wishes to obtain a copy of the RFP tally sheet, should continue to check the LCSS web site for posting. The web address is: www.lee.k12.ga.us*

10. **CORRECTNESS OF QUOTATIONS**: Quotations shall be verified before submission, as quotations cannot be withdrawn after public opening. No proposal can be corrected after being opened. The Lee County School System will not be responsible for errors or omissions on any Bid or to waive any informality in Bids and to accept or reject any items thereon.

11. **DUTY TO EXAMINE**: It is the responsibility of each offeror to examine the entire solicitation, seek clarification in writing, and check its offer for accuracy before submitting the offer. Lack of care in preparing an offer shall not be grounds for withdrawing the offer after the offer due date and time nor shall it give rise to any contract claim.

12. **ADDENDA**: If clarification of the specifications/instructions is required the request shall be made in writing by the Q&A deadline set forth on page 3 of the RFP. The school district will respond to material questions in the form of an addendum. All efforts will be made to provide any required addenda on the LCSS on-line web site or by email, at least five days prior to RFP opening. However, in some rare cases it may be necessary to issue an addendum as late as the RFP opening date. It is a vendor’s responsibility to monitor the Lee County Schools web site for addenda to solicitations, to incorporate the necessary actions into their proposal, and to acknowledge in their proposal submission of the receipt of the addenda. LCSS shall bear neither responsibility nor obligation for bidders’ failure to take into account a posted addendum. A proposal submitted without taking into account addenda that have been issued may be rejected as non-responsive.

13. **RIGHTS AND REMEDIES**: In lieu of canceling the purchase order, the LCSS may levy a charge for each day beyond the required completion date that the successful vendor fails to complete the services. Such charge is not a penalty, rather it is the agreed upon liquidated damages representing the estimated damages that will be incurred by the LCSS as a result of the vendor’s failure to complete the services as required. Partial completion on a purchase order will not exempt a vendor from this charge. LCSS further has the right, after or in lieu of assessing such charge, to terminate the purchase agreement.

14. **MATERIAL SAFETY DATA SHEETS AND TECHNICAL DOCUMENTATION**: The successful bidder shall submit copies of MSDS’s on any chemicals that may be utilized to perform the work associated with this RFP. The Lee County School System must approve the MSDS’s for each product, prior to its use within the LCSS.

15. **DELIVERY PREPAID**: It is understood that the bidder agrees to deliver prepaid, to an inside point or points of receipt, all items on which proposals are accepted, as indicated on the proposal form. All costs for delivery, drayage or freight are to be borne by the bidder.
16. **AWARDS:** A condition of the RFP is the vendor’s agreement to extend all pricing, terms and conditions quoted to any Lee County governmental entity.

**SECTION 3: BIDDER QUALIFICATIONS/OBLIGATIONS**

1. Before any proposal can be accepted, a bidder must be deemed qualified in the judgment of Lee County School System officials to perform as required herein. A proposal may be rejected if a bidder fails to meet any one of the following qualifications:

   a. **RELIABILITY:** A successful bidder must have a proven (or believable) record of service, particularly with respect to delivering all items on a regularly scheduled basis at favorable prices. A distributor may be designated as unacceptable if the requirements listed herein have been previously violated and/or poor communications exist between the seller and the Lee County School System.

   b. **ACCOUNTING PRACTICES:** A successful bidder must clearly demonstrate to Lee County School System officials his capability to provide accurate, reliable, and timely reports, in terms of invoices, statements, and credits.

   c. **DEBARMENT DISCLOSURE:** If an offeror has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, the offeror shall disclose that information in its offer. Failure to do so shall result in rejection of its offer.

**SECTION 4: STANDARD CONTRACT CONDITIONS**

1. This contract shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Georgia.

2. Contractors providing services under this Request for Proposal herewith assure the school system that they are conforming to the provisions of the Civil Rights Acts of 1964, as amended.

3. State Sales and Use Tax Certificate of exemption form will be issued upon request.

4. Deliveries against this contract must be free of excise or transportation taxes except when such a tax is part of a price and Lee County School System is not exempt from such levies. Excise tax exemption registration number may be used when required.
5. The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The Lee County School System, its authorized agents, and/or State/Federal auditors shall have full access to and the right to examine any of said materials during said period.

6. By his signature on the face of this document, a bidder certifies that his proposal is made without prior understanding agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The bidder certifies that he understands collusive bidding is a violation of Federal law and can result in fines, prison sentences, and civil damage awards. He further agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign this proposal for the bidder.

7. Prohibition against conflicts of interest, gratuities, and kickbacks. Any employee or any official of the Lee County School System, elective or appointed, who shall take, receive any rebate, percentage of contract, money or other things of value, as an 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 Lee County School System shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment or a fine in accord with State and/or Federal laws.

SECTION 5: BACKGROUND CHECKS

1. The Board of Education shall require contractor and/or subcontractor who undertakes construction work or otherwise provides services on any Lee County School System campus to conduct a criminal background check on all employees who will be performing work on any Lee County School System campus. The background checks shall be reviewed by the Lee County Chief of Police, who shall have authority of refusal to allow any employee of any contractor to be on any campus of the Lee County School System until such time as the Superintendent or the Board acts.

2. No employee whose background check reveals conviction or pending charges for any of the following offenses at any time shall be allowed on any campus of the Lee County School System for any reason unless a waiver is obtained from the Board of Education Safety and Security Committee who will review such waivers on a case-by-case basis. The waivers must be filed within ten (10) days of any refusal to be allowed on campus.

3. Murder, Felony Murder, Voluntary or involuntary Manslaughter, Kidnapping, Cruelty to Children in the 1st Degree, Rape, aggravated Sodomy, Child Molestation or Aggravated Sexual Battery, Armed Robbery, Robbery by Force, Theft By Snatching or Theft by Intimidation, Bestiality, Necrophilia, Prostitution, Keeping a Place of Prostitution, Pimping, or Pandering, Statutory Rape, Arson, Aggravated Assault, Aggravated Battery.

4. In all other cases, the Chief of Police of Leesburg upon consultation with Superintendent shall have discretionary authority to prohibit an employee from being on any Lee County School System campus based on conviction(s) for offenses not listed above. Each matter shall be reviewed on a case-by-case basis.

5. Should any employee of a contractor or subcontractor who is currently engaged in construction work or providing any other service on a Lee County School campus be arrested for any of the above referenced charges he/she shall be suspended from working on any campus of the Lee County School System. He or she shall only be permitted to return to work on a Lee County School System campus if such charges are dismissed or result in an acquittal.
6. A copy of this policy should be provided to each contractor and subcontractor upon award of contract. Failure to comply may result in contract termination, ineligibility to bid on future contracts, and any other legal action the Board deems appropriate.

SECTION 7: SPECIAL INSTRUCTIONS

1. **PROPOSAL COPIES:** Bidder should supply one (1) original and (2) copies when submitting.

THE FOLLOWING ITEMS MUST BE SIGNED AND RETURNED ALONG WITH YOUR PROPOSAL:

- Page 11 “STATEMENT OF ASSURANCE”
- Page 12 “DEBARMENT FORM”
- Page 14 “VENDOR INFORMATION FORM”
- Page 15 “VENDOR REFERENCE SHEET”
- Page 16 “ACKNOWLEDGEMENT”
- Page 17 “CERTIFICATION OF NON-COLLUSION”
- Page 18 “GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FOR CONTRACTORS”
- Page 19 “GEORGIA SECURITY & IMMIGRATION COMPLIANCE ACT FOR SUB-CONTRACTORS”
- Page 20 “BID SUBMISSION CHECKLIST”
- Page 25 “QUOTE”

FAILURE TO COMPLETE, SIGN, AND/OR SUBMIT THESE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.
TO: Bidders

FROM: Gary Kelley, Chief Financial Officer

SUBJECT: Attached “DJEA POLICY” and “STATEMENT OF ASSURANCE”

The Lee County Board of Education has adopted a policy of Equal Opportunity for all Competitively Bid Purchases.

Attached is a copy of this DJEA Policy.

Prior to award of any bid, vendors/contractors MUST provide assurance that their business will be conducted in accordance with this nondiscrimination policy.

Attached is a “Statement of Assurance” form, which MUST be signed and returned with your Bid.

Please note: FAILURE TO RETURN THE COMPLETED “STATEMENT OF ASSURANCE” MAY CONSTITUTE REJECTION OF YOUR BID.

If you have questions regarding this requirement, please contact me at 229-903-2100.
EQUAL OPPORTUNITY FOR COMPETITIVELY BID PURCHASES, INCLUDING CONSTRUCTION

1. It shall be the policy of the Lee County Board of Education to promote and insure equal opportunity for all persons, without regard to race, color, religion, sex, handicap, or national origin, employed by or seeking employment with vendors and/or contractors doing business with the Board. As a condition of doing business with the Board, each vendor and/or contractor shall furnish assurance that its business will be operated in accordance with the policy attached hereto and identified as a Competitively Bid Contracts, Policy DJE.

2. The following equal opportunity clause shall be deemed incorporated into every contract and agreement between the Board and any of its vendors and/or contractors:

   The vendor/contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The vendor/contractor shall take appropriate action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, handicap, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and training.

   In the event of the vendor/contractor’s noncompliance with the nondiscrimination policy of the Board, any contract or purchase order may be canceled, terminated, or suspended, in whole or in part, and the vendor/contractor may be declared ineligible to transact further business with the Board.

3. All vendors and persons desiring to transact business with the Board are to provide assurance that their business will be conducted in accordance with this nondiscrimination policy and that such vendors and/or contractors agree to and shall abide by the equal opportunity clause set forth in this policy.

4. It is the further policy of the Board to insure equal opportunity for minority/women owned businesses and minority/women professionals with regard to all work, services, and supplies purchased by the Board and all construction projects undertaken by the Board which are competitively bid by the Board.

AMENDED:
LEE COUNTY BOARD OF EDUCATION
The undersigned Vendor/Contractor provides this Statement of Assurance to the Lee County School System wherein the undersigned acknowledges receipt and awareness of the above-captioned policy and agrees to observe and be bound by all applicable provisions contained therein. The undersigned submits this Statement of Assurance understanding that a failure to submit said Statement of Assurance may constitute a basis for rejecting the undersigned bid.

This ____ day of ______________________, 201__. 

VENDOR/CONTRACTOR

________________________________________
(Print Name)

________________________________________
(Signature)

________________________________________
(Company Name)

Return with Proposal
Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017-510. Participants’ Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-1733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, PLEASE READ INSTRUCTION ON NEXT PAGE)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Organization Name)  PR/Award # or Project Name

Name(s) and Title(s) or Authorized Representatives

Signature(s)  Date

Form AD-100-18(1/92)  Return with Proposal
Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediately written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Document, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-10-18(1/92)
ATTACHMENT C

LEE COUNTY SCHOOL SYSTEM
VENDOR INFORMATION FORM

Mailing Address  (Please type or print. Complete all items)

Business Name: ____________________________________________
Address: _______________________________________________
City, State, Zip: ____________________________________________
Phone: __________________ Fax: __________________ Email: __________________

Remittance Address (if different)

Business Name: ____________________________________________
Address: _______________________________________________
City, State, Zip: ____________________________________________
Phone: __________________ Fax: __________________ Email: __________________

Other Vendor Information
Federal Business ID: ____________________ or Social Security #

Certification
Under penalty of perjury, I certify that:
1. The information stated in this application is factual and true, and
2. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
3. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions: You must cross out Item 3 above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, Item 3 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement account (IRA), and generally payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

__________________________________________
(Representative’s Signature)  _________________________
Date

Please type or print representative’s name

Return with Proposal

14
Company: ____________________________________________
Address: ____________________________________________
City, State and Zip: ___________________________________
Telephone: ________________ Fax: ___________ E-Mail

Company: ____________________________________________
Address: ____________________________________________
City, State and Zip: ___________________________________
Telephone: ________________ Fax: ___________ E-Mail

Company: ____________________________________________
Address: ____________________________________________
City, State and Zip: ___________________________________
Telephone: ________________ Fax: ___________ E-Mail

Company: ____________________________________________
Address: ____________________________________________
City, State and Zip: ___________________________________
Telephone: ________________ Fax: ___________ E-Mail
ACKNOWLEDGEMENT

I (WE) PROPOSE TO FURNISH AND DELIVER THE ITEMS AS LISTED IN THE PROPOSAL FORM ACCORDING TO YOUR SPECIFICATIONS AND QUANTITIES AT THE INDICATED PRICES.

THIS PROPOSAL FORM CONSISTS OF INVITATION, GENERAL AND SPECIAL INSTRUCTIONS, AND SPECIFICATIONS. WE UNDERSTAND THAT A COMPANY OFFICER’S SIGNATURE IS REQUIRED AND, UNLESS THIS HAS BEEN DONE, OUR “REQUEST FOR PROPOSAL” MAY BE CONSIDERED INCOMPLETE AND REJECTED THEREFORE.

I (WE), THE UNDERSIGNED, DO HEREBY UNDERSTAND AND ACCEPT THE INSTRUCTIONS AND CONDITIONS UNDER WHICH THIS QUOTATION IS BEING SUBMITTED.

NAME OF COMPANY: ________________________________

________________________ (COMPANY FEDERAL ID NUMBER)  (E-MAIL ADDRESS)

________________________, __________________________, __________________________ (STREET ADDRESS) (CITY AND STATE) (ZIP)

PHONE: ( ) __________________________, FAX: __________________________

This acknowledgment must be properly signed and firmly attached to your bid. The acknowledgment becomes a part of your Bid and without it your Bid is not complete and will be subject to rejection.

Bidder acknowledges addendum(s): No 1___, No 2___, No 3___ (If Applicable) Bid No.

IF NOT BIDDING, PLEASE COMPLETE ABOVE, CHECK APPLICABLE BOX BELOW AND RETURN THIS PAGE ONLY: (Please indicate No Bid with Bid Number on outside of envelope.)

VENDORS WHO DO NOT RESPOND IN ANY WAY (BY EITHER SUBMITTING A BID OR BY RETURNING THE FORM BELOW) OVER A PERIOD OF ONE YEAR WILL BE REMOVED FROM THE CURRENT LIST.

(A) NO BID – Unable to bid at this time. Would like to receive future bids.

(B) NO BID – Remove from this product/service category.

(C) NO BID – Remove from Bidder’s List.

BY:

(Officer’s Printed Name)  (Title)

________________________  __________________________

(Signature)  (Date)

Return with Proposal
CERTIFICATION OF NON-COLLUSION

I certify that this Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud per the requirements of OCGA 50-5-67 (e).

I certify that this Bid/Proposal is made without prior understanding, agreement, or connection with any member of the government agency letting this public works contract and is in all respects fair and without collusion or fraud per the requirements of OCGA 36-91-21 (f).

I further certify that the provisions of the Official Code of Georgia Annotated 45-10-20 et. seq. have not and will not be violated in any respect.

I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Bid/Proposal, and certify that I am authorized to sign this Bid/Proposal for the Bidder/Offeror.

The Bidder being sworn disposes and says, its agents, officers, or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

Company Name: ________________________________

Address: ______________________________________

City: ___________________________ State: ___________ ZIP: ___________

Name: ___________________________ Title: ___________

Signature: ___________________________ Date: ___________

Notary Public: ___________________________

____________________________________(County), ______________________ (State)

(Apply Seal Here)

My Commission Expires: ___________

Subscribed and Sworn Before Me On This _____ Day of __________, 20____.

Return with Proposal
ATTACHMENT G

CONTRACTOR AFFIDAVIT AND AGREEMENT
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned Contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1 et al, stating affirmatively that the individual, firm, or corporation which is contracting with the Lee County Board of Education; Leesburg, Georgia, has registered with and is participating in a federal work authorization program [i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02].

The undersigned Contractor further agrees that, should it employ or contract with any Sub-Contractor(s) in connection with the physical performance of services pursuant to the contract with the Lee County Board of Education; Leesburg, Georgia, of which this affidavit is a part, the undersigned Contractor will secure from such Sub-Contractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the Sub-Contractor's execution of the Sub-Contractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar Sub-Contractor Affidavit.

The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Lee County Board of Education; Leesburg, Georgia at the time the Sub-Contractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number: ________________________________

Company Name: ____________________________________________________________

Address: _________________________________________________________________

City: ____________________________ State: _______________ ZIP: _______________

Name: ___________________________ Title: __________________

Signature: ________________________ Date: ______________

Notary Public:  

(County), _____ (State).

This ______ Day of __________________ , 20__. My Commission Expires:

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Return with Proposal
ATTACHMENT H

SUB-CONTRACTOR AFFIDAVIT

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned Sub-Contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned Sub-Contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1 et al, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a Contract with ____________________________, Contractor, on behalf of the Lee County Board of Education; Leesburg, Georgia, has registered with and is participating in a federal work authorization program [i.e., any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02].

EEV / Basic Pilot Program* User Identification Number: __________________________

Company Name: __________________________

Address: __________________________

City: __________________________ State: __________________________ ZIP:

Name: __________________________ Title: ______________

Signature: __________________________ Date: ______________

Notary Public: __________________________

This _____ Day of _________________________ , __________ My Commission Expires: __________

(County), _____ (State).

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).
BID SUBMISSION CHECKLIST

Please place your initials by each number before submitting your bid. Failure to submit complete bid will result in disqualification.

____ 1. One original and _2_ copies of complete proposal.

____ 2. DJE Policy Form completed (page 11)

____ 3. Debarment Form completed (page 12)

____ 4. Vendor Information Form completed (page 14)

____ 5. Reference Sheet completed (page 15)

____ 6. Acknowledgement Form completed (page 16)

____ 7. Certification of Non-Collusion (page 17)

____ 8. Georgia Security & Immigration Compliance Act (pages 18-19)

____ 9. Bid Submission Checklist (page 20)

____ 10. Quote (page 24)

____________________  _______________________
Signature                   Date

Return with Proposal
Specifications

Section 1

Section 1.01 **Term of Contract:** February 01, 2019 through January 31, 2022, or other mutually agreed upon term. All contracts must adhere to O.C.G.A 20-2-506 and must contain the mandatory funding out clause.

Section 1.02 **Equipment:** All equipment must be new digital and must also be the newest model available from manufacturer. No used or reconditioned equipment will be considered. All equipment proposed shall be factory produced new as part of this agreement.

Section 1.03 **Delivery and Installation:** Delivery and installation of equipment shall be included in the cost proposals submitted. The LCSS shall not be charged any additional fees for delivery and installation. This also includes network connection of all necessary print drivers so that the installed machines will be ready for printing and scanning.

Section 1.04 **Training:** The vendor shall provide training on the use and daily upkeep of the equipment to LCSS personnel at each location and network training for Information Technology Staff as required by the LCSS.

Section 1.05 **Distribution:** This bid shall accommodate the addition, relocation, and elimination of copiers as needed by the LCSS. Additional machines needed by the LCSS during the term of the bid will be added into this bid arrangement and contract and at the same bid terms, conditions, and prices. Any equipment added into will be coterminous with the original lease.

Section 1.06 **Supplies:** The vendor will provide supplies to the LCSS during normal business hours of the location. Supplies must be received by the requesting location within twenty-four (24) hours of the request being made. Each unit shall be fully loaded with all supplies (staples and toner), except paper, so that the machine will be ready for immediate use upon delivery. All supplies and toner must have free shipping.

Section 1.07 **Maintenance:** The vendor will be responsible for maintaining the equipment in good working order. Maintenance includes all parts, labor, toner, repairs and adjustments. The maintenance must be included in the cost per copy. The LCSS will not be responsible for damage as a result of equipment malfunctions. The vendor will provide an address and phone number for service calls.

Section 1.08 **Owner’s Responsibility:** The LCSS will provide a suitable space for the installation of the devices and will furnish electrical outlets and network drops. The vendor will be responsible for furnishing equipment adaptable to electrical outlets. Extensions or additional cords will not be added to the standard commercial length of machine cord.

Section 1.09 **Lease end:** At the end of the lease, the vendor will be responsible for picking up all equipment, at no cost to the LCSS. The automatic renewal at the end of the lease will go to a month-to-month and not an auto annual renewal.

Section 1.10 **Taxes:** The Lee County School System is tax exempt, and it is the bidder’s responsibility to pay all property tax on all equipment for the duration of the contract. The LCSS is exempt from sales tax.

Section 1.11 **Scanning:** The LCSS will require scanning capability on all MFPs placed in the school system. Vendor must provide a secure scanning solution with the ability to scan in the following editable file formats: Word, Excel, PDF, Searchable PDF, TIFF, and JPEG. The LCSS shall not be charged a “click charge” for each scan.
Section 1.1 Lemon Clause: During the contract period, should the repair record of any copier reflect a downtime of 10% or more of the normal working days in 2 consecutive months, the equipment shall be replaced with a new copier. The replaced copier will not be placed back into service within the LCSS.

Section 1.13 Meter Readings: The vendor will be responsible for taking all monthly meter readings. The vendor will be responsible for providing a complete usage report to the Chief Financial Officer, or other pre-approved and authorized LCSS employee, within 3 days of meter readings report request being made. The following minimum data will appear on the report:

- **a)** Contract Number
- **b)** Equipment number
- **c)** Equipment Location
- **d)** Model and Serial Number of Equipment
- **e)** Monthly Volume for each unit
- **f)** Date of Meter Reading
- **g)** Present Meter Reading
- **h)** Previous Month’s Meter Reading
- **i)** Overages
- **j)** Downtime

Section 2
Section 2.01 Vendor Profile. Each bidder must provide a vendor profile that includes, but is not limited to the following and shall be tabulated/outlined as ordered below:

(a) Provide a description and history of your company.
(b) Discuss the ownership and organizational structure of your company and its support staff.
(c) Provide an organizational chart for the team that would be assigned to this account, including technicians, and a paragraph about each, discussing his/her qualifications and experience as it pertains to the requirements of this account.
(d) Describe your training program to demonstrate that new technicians hired after the bid is awarded will be properly trained on equipment.
(e) Provide at least five major account references (schools/businesses) that you have installed equipment within the past 3 years. They need to have a minimum of 15 connected units. Be sure to include the company name, contact name, position, # of connected units, and telephone number.
(f) Provide the physical address and description of the place your service technicians will work from.
(g) Manufacturer’s Letter: Dealers who offer a proposal as a manufacturer’s representative must include a letter from the manufacturer that includes the following:

- Certification that the vendor is a factory authorized dealer and service provider for the specific equipment offered.
- A guarantee that should the vendor fail to satisfactorily fulfill any obligations established in any contract awarded from a LCSS RFP, the manufacturer will either assume and discharge such obligations or provide for the competent assumption by one or more factory authorized local dealers/service providers accepted by the LCSS for the balance of the contract period.

(h) User Training: Describe your proposed training approach, the proposed timing and length of training, and provisions for on-site, on-going, and on-request training.
(i) Technical Support: Discuss the following:

- Normal service hours
- Once service call is placed, what is your guaranteed response time for on-site service calls?
- Available hours for placing service calls

(j) How many technicians will be available to work on LCSS equipment?
(k) What is your policy concerning loaner equipment, and what processes do you have in place to provide equipment in the event of extended downtime?

(l) Include all documentation and specifications regarding equipment being bid in Section 4. This shall include all black and white and color equipment.

(m) Provide a proposed installation timeline if your company is awarded this bid.

Section 3 Evaluation Criteria
Proposals will be scored using the following criteria:

<table>
<thead>
<tr>
<th>Description</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price</td>
<td>45</td>
</tr>
<tr>
<td>Experience (Business with other school districts having over 15 networked units)</td>
<td>25</td>
</tr>
<tr>
<td>Service/Support</td>
<td>30</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

Section 4 Equipment and Software Pricing/Quote
Section 4.01 Lease: Vendors must format their proposal in the following manner: single lease group of devices. Single service contract that will cover all multifunctional devices in the LCSS district. The service contract must be quoted two ways: A) base fee with minimum annual copy allowance plus additional cost per copy rate(s) and B) cost per copy rate(s) only. All pricing presented must be fixed for the duration of the listed period, with no escalations of any kind permitted. Pricing submitted must be based on U.S. Communities GPO pricing list. Vendors must also include in the pricing a Device Security & Management Solution that minimally meets the requirements set forth in Section 4, Item C. Vendors must fill out the pricing sections on Page 24, but may also include additional, expanded quotes that support the pricing, as well as any other supplemental information about the proposed equipment, service contract, and software, for further review after bid opening.

The term of this lease will be 36 months. Billing must be annual for both lease and service, regardless of lease and service contract structure. LCSS will require scanning on all MFPs placed in the school system.

Minimum Equipment Requirements:

Item A: B&W Multifunction Device

Qty.: 4
Minimum Copy/Print Speed: 90 ppm
Minimum Copy/Print Resolution: 600x600 dpi
Minimum 3 paper trays plus a manual feed tray
Large Capacity Tray – Minimum 4000 sheet 8.5” x 11”
Document Feeder – 220 sheet
Memory – Minimum 1 GB RAM
Hard Drive – Minimum 50 GB
Finisher – Minimum 3,000 sheet finisher
Stapler – 50 Sheet Stapler/Finisher
Print/Scan Standard
Drivers - TWAIN
Scan Formats – PDF, TIFF, JPEG, Scan to email/file/e-file
USB Port on Machine
Power: Not to exceed 220 volts 20 amps
**Item B: B&W Multifunction**

Qty.: 4
Minimum Copy/Print Speed: 25 ppm
Minimum Copy/Print Resolution: 600x600 dpi
Minimum 2 paper trays plus with cabinet stand
Document Feeder – 220 sheet
Memory – Minimum 1 GB RAM
Hard Drive – Minimum 50 GB
Finisher – Minimum 1,000 sheet finisher
Stapler – 50 Sheet Stapler/Finisher
Print/Scan Standard
Drivers - TWAIN
Scan Formats – PDF, TIFF, JPEG, Scan to email/file/e-file
Power: Not to exceed 120 volts 20 amps

**Item C: Device Security & Management Software**

Qty.: Fleet License
Minimum Software Feature Requirements:

- Enable IT Admin to conduct comprehensive device monitoring, batch configuration, remote fleet management and firmware upgrades
- Provide single interface to configure settings, enforce policies, manage quotas and generate reports
- Collect and view status for each of your machines in a “at-a-glance” type view
- Contain a minimum of 90 pre-packaged reports
  - Print Meters
  - Device Usage
  - Toner & Paper Levels
  - User Consumption
  - User Logging
  - Address Book Management
- Ability to create custom reports by IT Administration or other authorized user
- Scan Reporting
- Device Default Settings Management
- Error Flagging and Logging
- Troubleshooting Resolution Tools
- IP Address Search
- Device Settings Cloning & Templates
- Role Setting based on administrative levels and manage user privileges
- Discover and group networked devices automatically by host name, IP Address, Vendor, or Model type
- At least 36-months of Maintenance & Support on proposed software

Additional Optional Software Feature Requirements:

- Establish printing rules to allow or restrict certain settings or print job types
- District document process automation through document management workflows
- Secure mobile printing for LCSS Staff and Guests of LCSS with authorized approval
- Mobile scanning to include scanning to EDM, CRM, or other type of repository/records management
- Mobile administration with Floor Planning Capability
- Print Management with print routing rules and rules Management
- Print driver distribution
- Device sign-on authentication (Single Sign-On, Card, Pin, etc)
- Charge back management for school/departmental usage cost management
Lease and Service Agreement Pricing Option A (Software must be included in pricing)

36-Month Lease w/ Copy Allowance
Cost-per-copy B&W: $ 
Cost-per-copy B&W (for overages): $ 
Cost-per-copy Color: $ 

Lease and Service Agreement Pricing Option B (Software must be included in pricing)

36-Month Lease w/ Usage Only Service
Cost-per-copy B&W: $ 
Cost-per-copy B&W (for overages): $ 
Cost-per-copy Color: $ 

VENDOR/CONTRACTOR

________________________________________
(Print Name)

________________________________________
(Signature)

________________________________________
(Company Name)

**The Lee County School System reserves the right to make a contract award without any further discussion with the Respondents regarding the responses received. The LCSS also reserves the right to reject any proposal for any reason. The LCSS further reserves the right to make an award based on criteria other than those in Section 4 of this solicitation and waive any technicalities that may arise due to this RFP.**