

**Huntingdon Area School District
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652**

**Specifications and Quotation Form
For
Copier & Service Bid**

**Quotation Form Due Date: February 3rd, 2023
Huntingdon Area School District Business Office
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652
(814) 643-4140**

**Huntingdon Area School District
Copier Bid Specifications**

Bid Due: Feb 3rd 2023 by 2:00 P.M. Public bid opening at that time in the Administrative Office.

Service Period: 5 Years – beginning July 1, 2023 and ending June 30, 2028 .

No price changes are permitted during this period.

The Huntingdon Area School District is requesting proposals for digital copier equipment and service for all its locations. All proposals must be properly formatted and placed in a sealed envelope with the outside of the envelope clearly marked "Copier and Service Proposal". Three (3) copies shall be mailed or delivered to:

David Myers
Director of IT
Huntingdon Area School District
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652

Section I General Information

A. PURPOSE

It is the purpose of this Request for Proposals (RFP) to solicit proposals from the authorized suppliers of copiers and service to supply the necessary equipment to support the needs of the school system. Huntingdon Area School District is accepting proposals for a multi-year contract to meet the equipment, supplies, and service needs of the District.

B. TERM OF CONTRACT

The intent of the District is to enter into a five-year contract. The contract may be renewed upon mutual consent of both parties for an additional year beyond the initial five-year contract term. Installation of equipment must occur between July 1 and July 31, 2023.

C. SCOPE

The District is soliciting proposals to furnish all equipment, supplies, and service required to provide and maintain digital photocopier services throughout the district.

The service provider shall be responsible for all costs associated with any contract resulting from this RFP. The service provider shall be fully responsible for the total copier service including service, repair, maintenance, and parts.

It is required by the District that the successful service provider provide all new energy efficient devices that meet the specifications stated later in this RFP.

D. SPECIFICATIONS

It is not the intention of these specifications to rule out or eliminate any prospective bidder. If the materials or services you intend to bid do not comply with the specifications as they are written, you are instructed to attach to your bid proposal a complete itemization and explanation for each deviation or variation to the specifications. The District will, at its discretion, consider or deny any deviation and award the contract based on the service that best meets the District's needs. The bidder shall not purposely bid service of a lesser quality than specified.

E. ISSUING OFFICE

The Business Office is the issuing office for this document and all subsequent addenda relating to it. The Business Office is the sole point of contact with regard to all procurement and contractual matters relating to requirements described herein. The

Business Office is the only office authorized to change, modify, and clarify, etc., the specifications, terms and conditions of this request for proposals and any contract awarded as a result of this request for proposals.

All communications concerning this RFP should be in writing and addressed to:

Huntingdon Area School District
David Myers
Director of IT
2400 Cassady Avenue, Suite 2
Huntingdon, PA 16652

Phone: (814) 641-2162
Email: dmyers@huntsd.org

F. VENDOR INQUIRIES

Questions arising subsequent to the issuance of this Request for Proposals, which could have a significant impact on the responses to the RFP, should be submitted in writing to the Business Office no later than Jan 15th, 2023.

In the event that it becomes necessary to revise this RFP, in whole or in part, an addendum will be provided to all vendors on record of having received the original RFP.

Section II Current Environment

A. GENERAL OVERVIEW

Approximately 5,000,000 prints are made on the copiers each year. Huntingdon Area School District has a total of 12 copiers within the district with the following breakdown:

Southside Elementary: Two (2)
Standing Stone Elementary: Two (2)
Huntingdon Area Middle School: Three (3)
Huntingdon Area High School: Four (4)
Central Office: One (1)

B. SERVICE

Service is to be provided on all copier equipment. All service calls are responded to within three (3) business hours, five days per week. Service includes overseeing and delivering all necessary toner and other supplies.

Section III Proposal Instructions

A. ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this request for proposals. The RFP is designed to provide interested suppliers with sufficient basic information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or to exclude any relevant or essential data there from. Suppliers are at liberty and are encouraged to expand upon the specification to demonstrate service capability under any proposal.

B. SUBMISSION OF PROPOSALS

Three (3) copies of each proposal must be received in the Business Office no later than:

2:00 PM Friday, Feb 3, 2023

By submitting a proposal, the vendor represents that:

1. Vendor has read and understands the request for proposals and submits the proposal in accordance therewith.
2. The vendor possesses the capabilities, hardware, and personnel necessary to provide and efficient and successful installation of all copiers and ensure continued maintenance.

C. WITHDRAWAL OF PROPOSALS

At any time prior to the hour and date set for submitting proposals, a proposer may withdraw the proposal. This will not preclude the submission of another proposal prior to the hour and date set for submitting the proposal.

After the scheduled time and date for submitting proposals, no proposer will be permitted to withdraw the proposal unless the award is delayed for a period exceeding 60 days.

D. OPENING OF PROPOSALS

The proposal opening is open to the public. Vendors are responsible to assure their proposal is delivered to the Business Office by the scheduled date and time. Only those proposals which are received in a timely fashion as set forth in this RFP will receive consideration. Late proposals will be dated, marked as received late, and placed unopened in the RFP file.

E. EVALUATION OF PROPOSALS

During the initial phase of the evaluation process, the Business Office will evaluate and summarize the proposals. The summaries that appear to be beneficial to the District will go to an evaluation committee for review. First, non-responsive proposals (those not conforming to RFP requirements) will be eliminated.

Second, the remaining proposals will be evaluated in a cursory manner to eliminate from further consideration those proposals which, in the judgment of the committee, fail to offer sufficient and substantive provisions to warrant further consideration.

The award will be made to the most responsive and responsible bidder offering the best value and most economical bid as defined by the District. All bidders, in submitting bids, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. In general, the following criteria will be used:

1. The quality and performance of the service and equipment to be provided by the vendor as determined by Huntingdon Area School District.
2. Availability of prompt service as evidenced by promised response times, number of authorized technicians available to service account, access to inventory of replacement parts, etc.
3. Reputation of the supplier as evidenced by Huntingdon Area School District and outside referrals.
4. Relevant vendor experience in similar enterprises. Experience in Pennsylvania and K-12 education will be considered an asset.
5. Knowledge and understanding of Huntingdon Area School District's requirements as evidenced by:
 - a. The vendor's approach to the proposal.
 - b. Development of a thorough, effective plan to implement the proposed contract.
6. Vendor's commitment to quality products and services as evidenced by the vendor's formal programs to monitor and improve products, services and customer satisfaction as evidenced in the vendor's proposal.
7. Invoicing options and reporting information offered.

F. ORAL PRESENTATIONS AND DEMONSTRATION

As part of this detailed review of proposals, the selected vendors may be required to make oral presentations of their proposals to the District. The District will request that the account representative conduct the majority of the presentation.

The oral presentations provide an opportunity for the vendors to clarify the proposals through mutual understanding. Additionally, selected vendors may also be required to provide demonstrations of each machine and its features.

The District may award the contract, or determine finalist vendors without benefit of an oral presentation or copier demonstration.

G. CONTRACT AWARD

The District reserves the right to reject any or all proposals received, or waive any informalities or irregularities therein, and/or request new proposals if the Business Office determines it is in the best interest of the District.

Section IV Proposal Format

A. PROPOSAL FORMAT

Technical Proposal:

Proposal should be prepared in a clear and precise manner. It must include a point-by-point response to the RFP, where required. Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as non-compliant. The District reserves the right to request additional information if clarification is needed. Unless the service provider's proposal expressly states otherwise, the service provider agrees to comply with every section, subsection and addendum, if any, of this RFP.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of the District.

The technical proposal must contain the following:

1. Letter of Transmittal: Prepared on the service provider's business stationary, it should accompany the proposal. The purpose of this letter is to transmit the proposal; therefore, it should be brief. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
2. Management Summary: This summary should contain a brief synopsis of how the service provider's proposal meets the needs of the District and how the project team will interact with the District.
3. Description of Services: Service providers are advised to supply all information as requested. Any other information that may be relevant but does not fall in the above format should be provided as an appendix to this volume. If company literature or other publications are included and intended to respond to an RFP requirement, the response in this volume should include references to the documents name and page.

4. Terms and Conditions

A specific, point by point acknowledgment and acceptance of, or exception to, each and all terms and conditions specified in section V of this RFP.

5. Requirements/Response Form

This section should constitute the major portion of the proposal and must contain at least the following information:

- a. A general, but complete narrative overview of the vendor's assessment of the work to be performed, the ability to meet those aims, and the resources necessary to meet the requirements of this RFP. This overview should clearly demonstrate the vendor's understanding of the desired overall performance expectations and the vendor's approach to satisfy the District's requirements.
- b. A specific response to each requirement as specified in Section VI of this RFP.

Section V Terms and Conditions

A. TERMS

Terms and conditions are specified herein. Where a term or condition contained in this RFP differs from a term or condition set forth in the purchase order, the term or condition of the RFP shall preside.

B. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this proposal solicitation, including the purchase order terms and conditions referenced herein, are the only conditions applicable to this proposal.

C. PRICING

Quoted pricing shall remain firm for the entire term of the contract.

D. PAYMENT TERMS

Invoice payment terms will be net 30 days from date of invoice. In the event there is a discrepancy between the order and the invoice, payment terms shall be effective starting on the date the discrepancy is resolved.

E. MACHINE PERFORMANCE

All equipment furnished under this contract shall be required to operate satisfactorily and produce acceptable copy quality at a 95% effectiveness level during any month within the five year performance period.

Equipment which develops a trend of requiring excessive number of service calls shall be reported to the Business Office for review of compliance with this provision. The District may request a service report on any and all equipment the District determines is experiencing excessive down time. If the District determines the equipment fails to meet the up time requirements, the vendor shall replace the equipment with a new machine within five (5) working days after notification by the Business Office. Such replacement of equipment shall be without additional cost to the District, and shall not extend the length of the contract.

F. EXCUSABLE NON-PERFORMANCE

The vendor will use its best effort to provide satisfactory and uninterrupted service as described in the RFP. The vendor will not be responsible or in default for any failure of service arising from an act of God, civil riot, war, restrictions imposed by governmental authorities, or other causes determined by the District to be beyond the vendor's control.

G. CONTRACT TERMINATION

The District reserves the right to cancel the contract at any time the vendor's performance is, in the opinion of the District, deemed unsatisfactory. In such event, however, the District shall give written notice of the unsatisfactory performance and expected remedies for same. The vendor shall be given at least sixty (60) days termination notice if conditions do not meet the District's approval.

The District shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination, less any liquidated damages that may be assessed for nonperformance.

H. EMPLOYEES

All workers performing services shall be employees of Contractor and shall not under any circumstances be considered employees of the Huntingdon Area School District. Contractor shall provide and be responsible for all required services and benefits with

respect to its employees, including but not limited to worker's compensation and unemployment insurance.

I. EMPLOYEE CLEARANCES:

Contractor employees who will be on school grounds must complete criminal background checks and clearances at the cost of the Contractor.

- a. Section 121 of the PA Public School Code of 1949, as amended, directs that independent contractors and their employees who provide services to a Pennsylvania School District and will have direct contact with children are required to obtain three background checks prior to employment and maintain currency every 5 years.
 - i. *Pennsylvania State Police Criminal History Record;*
 - ii. *Act 151 Department of Public Welfare Child Abuse Background Check*
 - iii. *Federal Criminal History Record Information.*
- b. In order to comply with Section 121, independent contractors and their employees must obtain required background checks and provide original documents to the Business Manager prior to the beginning of work in the District. The District will retain a copy of the background check information and return the originals to the contractor.
- c. A school entity may not engage or utilize the services of a contractor or employee who would have direct contact with children if the contractor or the contractor's employee's criminal history background check states that: he or she has been convicted of a crime specified in Section 121 of the Public School Code of 1949 or an equivalent Federal or out-of-state crime; ten (10) years have not elapsed from the expiration of the sentence for a crime specified in Section 121(f.1)(1); five (5) years have not elapsed from the expiration of the sentence for a crime specified in Section 121(f.1)(2); or three (3) years have not elapsed from the expiration of the sentence for a crime specified in Section 121(f.1)(3).
- d. District policy prohibits tobacco use, drugs and alcohol on public school property and the Contractor must strictly enforce these requirements amongst its staff. Contractor employees shall observe all rules of conduct for the District's property and roughhousing or loud/callous language by Contractor's employees shall not be permitted.

J. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the Huntingdon Area School District, its Trustees, officers, agents, employees, and contractors from any liability, cost or expense in connection with or growing out of any claims whatsoever by Huntingdon Area School District for loss or damage to Huntingdon Area School District or by any other person for injury, death, loss or damage to any person or to the property of any person arising from or in any way related to the activities of Contractor. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, judgments, arbitrations, settlements, penalties, and liabilities (including without limitation

attorney's fees) incurred in connection with any claim or proceedings brought thereon and the defense thereof, without limitation.

K. INSURANCE

The Contractor shall provide to the District within sixty (60) days of execution of this Agreement evidence, in the form of a Certificate of Insurance that a public liability, bodily injury and property damage insurance policy, naming the Huntingdon Area School District as an additional insured party of coverage in underlying limits in the amount of One Million (\$1,000,000) combined single limit and a minimum of One Million (\$1,000,000) or no less than each contractor's current excess liability, shall be in effect for the duration of the Agreement. Each year, the Contractor agrees to provide the District with an updated Certificate of Insurance reflecting the foregoing. The Certificate of Insurance shall name the District as an additional insured under the Contractor's insurance policy. Contractor shall also obtain and provide Huntingdon Area School District with evidence of the worker's compensation insurance covering the work of Contractor hereunder or otherwise undertaken by Contractor in connection with the contract.

The Contractor shall at all times protect, indemnify, save and keep harmless the District against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence arising from the performance of this Agreement or the failure to perform the requirements of this Agreement by the Contractor, its agents, servants, workmen or employees.

L. NO JOINT VENTURE

It is expressly agreed and understood that this contract shall not be deemed or construed so as to create a joint venture, partnership, agency or employer-employee relationship, or make Huntingdon Area School District in any way responsible for the past, current or future debts, fees and/or losses of Contractor.

M. SMOKING

Contractor understands and agrees that Huntingdon Area School District is a smoke-free campus, and that no smoking will be permitted in any Huntingdon Area School District building at any time.

N. RIGHT TO AUDIT

The District shall have the right to audit all invoices submitted by the vendor. The District shall have the right to audit all relevant data upon which the vendor's prices are based.

O. STATE AND LOCAL TAXES

The District is exempt from sales and excise taxes. Such taxes shall not be included in quoted prices, but if any taxes are known by the vendor to apply, they shall be shown separately. If not so shown, they shall be considered an expense of the vendor and deemed a part of the quoted prices.

Section VI Requirement/Response Form

A. GENERAL OPERATING REQUIREMENTS

Copiers

- There are twelve (12) copiers on campus. All copiers and attachments should be new. Copier specifications are provided on the attached bid form. Please provide specification sheets of the proposed copier equipment.
- Response should include satisfaction of the existing lease and the removal of all 12 units presently at our locations at no cost to the district.
- All copiers must be able to be connected to the Districts' network and have the capability to serve as a printer for all staff/students in that building. **Machines must be able to exceed current printing monthly volume.**
- **Papercut - All copiers must support Papercut with secure printing and scanning to email. Pins will be used for machine authentication. The installation of the copiers will include the complete set up of the papercut system on our 2 district print servers and must be migrated to these new print servers from our old print servers preserving the current papercut environment. (No Different print manage solution will be permitted – only Papercut to preserve our current managed print system)**
- **Faxing – we need 5 of the copiers to have the ability to fax. One will be located in the office area of each building.**
- Excess copies are to be billed on a cost per copy basis quarterly.

B. SERVICE REQUIREMENTS

- Service is required on all equipment. All service calls must be responded to within three (3) business hours, seven days per week. Service may include; loading toner and other supplies copiers, removing paper jams from copiers, and ordering, overseeing and delivering all necessary toner and other supplies. Software updates should also be provided as they become available for the print management software. Please indicate your commitment to comply with the service requirements as outlined and include a written guarantee to provide services for the term of the agreement.
- Normal Business Hours are Monday thru Friday 7:00 am to 3:00 pm.

C. CONTRACTOR REQUIREMENTS

- A Performance Bond for 10% of the bid amount shall be provided by the successful bidder.
- Proof of general liability and automotive liability insurance shall be provided to the District by the successful bidder.
- Notarized Non-Collusion Affidavit
- Chronic poor performance will result in forfeiture of Performance Bond.
- Two references with current contact information.

RESPONSE SHEET
HUNTINGDON AREA SCHOOL DISTRICT REQUEST FOR PROPOSAL
FOR
THE LEASE OF DIGITAL COPIERS,
ACCOUNT MANAGEMENT, EQUIPMENT MAINTENANCE, AND
SUPPLIES

The following is the propose price for a _____ year lease contract on ___ copiers beginning July 1, 2023 and ending _____, as specified in this RFP, which includes copies with no excess copy charge, all supplies, parts and service cost must incorporate all expenses

The successful vendor must be responsible for removal and disposal of 12 old machines and delivery of 12 new machines and payout of remaining lease of existing machines at no additional charge to the school district. Additionally, the successful vendor must assure that it will continue to maintain and achieve Huntingdon Area School District's copying needs during the course of the contract without an increase in price.

THERE MUST BE NO INTERIM BILLING; NO EXCESS CHARGES. PLEASE LIST monthly payments, annual cost, and the grand total.

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

- 1) That this contract proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the Bid Specifications and proposal which are made a part of the contract.
- 2) That should any part of this proposal be accepted in writing, said bidder will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices bid, and in compliance with the Specifications.

PROPOSAL: The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the Huntingdon Area School District named at the prices bid herein.

Type of Business	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sub Chapter S Corp.	<input type="checkbox"/> Corporation
Company Name		Doing Business As (Trade Name)		
Business Address		City	State	Zip Code
Signature of Person Authorized to Sign This Bid		Title	Date	
Print Name of Signer		Phone	Fax	

The Huntingdon Area School District reserves the right to accept or reject any or all bids.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 73 P.S. SS 1261 et. seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connections with the prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally

high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of completion.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of _____: Contract/Bid Title: _____
s.s.
County of _____:

I state that I am _____ of _____
_____ (Title-print) (Name of my firm-print)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries, (Name of my firm- print) officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law on

any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my firm- print)

acknowledges that the above representation are material and important, and will be relied on by Huntingdon Area School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Huntingdon Area School District of the true facts relating to the submission of bids for this contract.

(Signature – Date)

(Print name and company position)

Sworn to and subscribed before me
This _____ day of _____, 2023.

Notary Public

My commission expires:
