

**REQUEST FOR PROPOSAL**

**FOR**

**Copier/Printer/Faxing/Scanning  
Equipment, Maintenance, & Parts**

April 7, 2017

***YOUR PROPOSAL MUST BE RECEIVED NO LATER THAN  
April 21 , 2017, by 1:00 P.M.***

## **SECTION ONE-GENERAL INFORMATION**

### **1. Purpose**

This Request for Proposal (RFP) is provided to select copier vendors to supply equipment to meet the needs defined within this document.

### **2. Background**

Initially the District provided vendor introduction meetings, an overview of current devices. Any vendor submitting and proposal and did not have an opportunity for a 20 minute introductory meeting may call Mr. Tom Bailey 513-824-7346 at your earliest convenience to schedule a time. Vendors provided a general review of the equipment, their copier operation, technical support, and service. The review occurred prior April , 2017. In addition the vendors will have the opportunity to walk the facility to make notes and observations on Monday April 17, 2017 or Wednesday, April 19, 2017 from 8am-12pm.

### **3. Who May Respond**

Vendors who are able to provide a reasonable proposal to fit our requirements and needs may respond.

### **4. Instructions on Proposal Submission**

#### **A. Closing Submission Date**

Proposals must be submitted not later than 1:00 p.m. EST on April 21, 2017, to Three Rivers Local School District, c/o Mr. Tom Bailey, 401 N. Miami Ave, Cleves, OH 45002.

#### **B. Inquiries**

- 1) Inquires concerning this RFP can only be directed to Tom Bailey, Assistant Superintendent. Contact is required to be made via e-mail at [tbailey@trlsd.org](mailto:tbailey@trlsd.org).
- 2) In the event that sufficient inquiries require a clarification of the RFP, an addendum to the RFP will be distributed to all participants. When an addendum is published, its guidelines will take precedence over conflicting information in the original RFP or previous addendums. All addendums will be listed with date and time.
- 3) Inquiries to other persons and/or in any other manner than by e-mail may disqualify the bidder from consideration.

#### **C. Condition of Proposal**

All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the Offeror and will not be reimbursed by Three Rivers Local School District.

D. Instructions to Prospective Contractors

- 1) Proposals should be brought to the Three Rivers Central Office located at CT Young Building, 401 N. Miami Ave, Cleves, OH 45002.
- 2) The proposal must contain the original with two (2) copies. The original must be clearly marked and include original signatures in ink color other than black.
- 3) The proposals must be submitted in a sealed envelope or delivery box and clearly marked as:

Three Rivers School District  
Copier Application RFP  
Attn: Mr. Tom Bailey

- 4) It is important that the proposal be submitted in a sealed envelope. Failure to do so may result in premature disclosure of your proposal.
- 5) It is the Offeror's responsibility to insure that the proposal is received by Three Rivers Local School District by the date and time specified.
- 6) The Offeror has the responsibility to obtain a receipt of delivery from Mr. Bailey or his designee upon delivery of the proposal.
- 7) Until Three Rivers awards the contract for this RFP and all parties sign the contract for this RFP, all contact by the Bidder to Three Rivers Local Schools regarding this RFP or future business resulting from this RFP must be as outlined in the "Inquiries" section. Employees of the Bidder, individuals acting on behalf of the Bidder whether company officials, other company employees, sub-contractors, or family members of employees can not contact Three Rivers Local Schools regarding this RFP. Failure to follow this guideline will result in the rejection of the Bidder's proposal.
- 8) During the RFP process, vendors providing support for existing equipment (copiers, multi-functioning units, and printers) in the Three Rivers Local Schools will limit their contact to service, maintenance, and training on existing equipment. If a current vendor decides to submit a proposal for this RFP, they will be bound by all other guidelines outlined in this proposal. This limitation will be in effect until the RFP contract is awarded and signed. During servicing, maintenance, and training on existing equipment, the current vendor's representatives are prohibited from discussing this RFP or offering special considerations to Three Rivers for acceptance of the vendor's proposal. Failure to follow this guideline will result in the rejection of the Bidder's proposal.

E. Right to Reject

Three Rivers Local School District reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

F. Selection Process

Three Rivers Local School District reserves the right to request an onsite presentation of the proposal for the review committee between the Closing Submission Date and Notification of Award Date.

G. Notification of Award

It is expected that a decision selecting the firm to receive the Award will be made within four weeks of the closing date of the receipt of proposals. Upon conclusion

of final negotiations with the successful firm, all vendors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful firm.

## **1. Details of Printer Needs**

Three Rivers Local School District is requesting proposals from selected copier vendors in order to replace existing copiers. The purpose is to implement dependable copier, printer, fax, and scan solutions.

While needs are specified below, Three Rivers is open to suggestion on better solutions.

### **Required Capabilities by Type of Unit**

#### **> MULTI-FUNCTION DEVICES (MFD)**

The following specifications are for **ALL MFDs**, needs for specific units follow.

- 1) Supports print, copy, scan, scan-to-email, scan-to-file document server.  
Scan-to-email supports MS Exchange and GMail servers.
- 2) Supports user-based password and/or badged locked printing.
- 3) Supports Pull printing (Users may choose which printer prints their jobs.)
- 4) Prints 45 Pages Per Minute (PPM) by manufacturer rating, +/- 5 ppm.
- 5) Copier/Scanner has both Automatic Document Feeder (ADF) and bed.
- 6) Supports various paper sizes and types.
- 7) Has multiple paper tray drawers and a manual feed.
- 8) Has standard print finishing features (two-sided printing duplex, reduce/enlarge, page orientation, collation, stapling, etc.)
- 9) Supports network printing on a Microsoft Server environment with support for TCP/IP IPv4 and IPv6 and auto-negotiating 100/1000Mbps BaseT Ethernet interface.
- 10) Supports printing from “memory cards” (SD Cards).
- 11) Network printing supports Windows and Chrome OS based clients with bi-directional driver support to read status of copier from workstations.
- 12) Remote device network management software.
- 13) User-friendly touch-screen user-interface at MFD.

**(next page)**

**A. MFD with Full-Color Printing and Analog Fax**

**Main Campus-Main Office**

- 1) Supports full-color printing.
- 2) Has at least one paper tray drawer with a capacity of 2000 sheets and the ability to be refilled while printing is occurring.
- 3) Administrators can restrict access to color printing on a user basis.
- 4) Supports analog fax.
- 5) Two Monochrome MFDs in this location had a one-year combined page count of 560,000.

**B. MFD with Full-Color Publishing Capabilities**

**CT Young Building - Printer Room**

1. Supports full-color printing.
- 2) Has at least one paper tray drawer with a capacity of 3000 sheets and the ability to be refilled while printing is occurring.
- 3) Supports multiple publishing paper types, such as cardstock/photo/glossy, etc.
- 4) Has the ability to collate, fold and staple brochures
- 5) A Monochrome and a color MFD in this location had a combined page count of 278,000, of which 16,100 was color. However an added use for this device will be for brochures/flyers/large postcards, etc., hence a considerably higher color print count is anticipated.

**C. MFD with Full-Color Printing and Analog Fax**

**CT Young Building - Treasurer's Office**

- 1) Supports full-color printing.
- 2) Has at least one paper tray drawer with a capacity of 1000 sheets.
- 4) Supports analog fax.
- 5) This unit will print approximately 70,000 pages per year.

**E. MFD with Full-Color Printing**

**Main Campus - Athletics**

- 1) Supports full-color printing.
- 2) Has at least one paper tray drawer with a capacity of 1000 sheets and the ability to be refilled while printing is occurring.

3) This unit will print approximately 70,000 per year.

**F. MFDs, grayscale for teacher printing**

**Various locations at Main Campus**

- 1) Quantity THREE requested.
- 2) Has at least one paper tray drawer with a capacity of 1000 sheets and the ability to be refilled while printing is occurring.
- 3) These units will print between 600,000 and 800,000 sheets per year.

**G. MFDs, grayscale for teacher printing**

**Various locations at Main Campus**

- 1) Quantity FIVE requested.
- 2) Has at least one paper tray drawer with a capacity of 500 sheets.
- 3) These units will have a wide range of page counts between 40,000 and 400,000 sheets per year.

**> Grayscale Laser Printer - supports MICR Toner**

**CT Young Building - Treasurer's Office**

- 1) Supports grayscale printing.
- 2) Supports both regular and MICR toner cartridges.
- 3) Printing will immediately use the toner of whichever cartridge is inserted.
- 4) Has at least two paper tray drawers with a capacity of at least 500 sheets.
- 5) This unit will print approximately 50,000 pages per year.

**> COMPACT/DESKTOP COLOR LASER PRINTERS**

**Quantity 4 (Four) - Various locations at Main Campus**

- 1) Supports full-color printing.
- 2) Prints 25 Pages Per Minute (PPM) by manufacturer rating, +/- 5 ppm.
- 3) Paper tray has capacity of 250 sheets and handles multiple paper sizes and types.
- 4) Has a manual paper feed.
- 5) Supports both network printing as outlined in the MFD section as well as USB connections.
- 6) NOT capable of wireless printing preferred. If no non-wireless model available, capable of permanently disabling both general wireless and "direct

wireless printing”.

- 7) Capable of printing from “memory card” (SD card).
- 8) Approximate physical dimensions: 18” x 18” x 18”.
- 9) Capable of operating with simple driver (no toner or other supply monitoring by manufacturer, product improvement monitoring, error reporting, etc.).

## **> COMPACT/DESKTOP GRAYSCALE LASER PRINTERS**

### **Quantity 27 (Twenty-seven) - Various Teacher Desks**

- 1) Supports grayscale printing only.
- 2) Prints 25 Pages Per Minute (PPM) by manufacturer rating, +/- 5 ppm.
- 3) Paper tray has capacity of 250 sheets and handles multiple paper sizes and types.
- 4) Has a manual paper feed.
- 5) Supports both network printing as outlined in the MFD section as well as USB connections.
- 6) NOT capable of wireless printing preferred. If no non-wireless model available, capable of permanently disabling both general wireless and “direct wireless printing”.
- 7) Approximate physical dimensions: 14” x 14” x 14”. (NOTE: these will be placed on teacher desks. Great preference will be given to the smallest models with the capabilities listed.)
- 8) Capable of operating with simple driver (no toner or other supply monitoring by manufacturer, product improvement monitoring, error reporting, etc.).

## **> SIX EXISTING THREE-RIVERS LASER PRINTERS INTO SERVICE AGREEMENT**

Bidders will consider including six already existing Three Rivers laser printers in the service agreement. Details such as age, page count, types of printers, etc. will be given during discussions between bidders and Three Rivers.

Including these printers will not be a requirement but will be helpful in choosing among bidders.

## **1. Existing Network Environment**

- A. The Three Rivers Local School District consists of three operational buildings and one educational campus building which houses Elementary, Middle School and High School. Each building is connected by fiber optic at a one gigabyte per second speed. Internal building networking is a 100/1000 BaseT Ethernet switched environment.
- B. Three Rivers operates a Microsoft Server 2008/2012 environment with centralized print servers.
- C. The authentication service is Microsoft Active Directory.
- D. The e-mail system is Google GMail.
- E. Computer workstations are Windows 10 with 4GB RAM.
- F. Google Chrome is the standard internet browser.
- G. Three Rivers maintains an Intranet to support District applications.

## **5. Selection / Implementation Schedule**

- A. Deadline for receipt of proposal is 1:00 p.m. EST on April 21, 2017.
- B. The Award will occur by May 30, 2017.
- C. Implementation, installation, and training should start on July 1, 2017.
- D. Full implementation of equipment must be completed prior to August 1, 2017.
- E. Key operator and office staff training has to be completed immediately after installation.
- F.. Faculty/Staff training should occur in August/September, 2017.



## SECTION TWO-REQUIRED RESPONSE

### 1. Cover Sheet

The cover sheet and certification sheet at the end of this RFP should be used on all proposals. The original sheets must be the first page of the Bidder's original proposal with the certification sheet the second page. All information must be completed in full. Both the Account Manager and a duly-authorized officer of the bidding company must sign the respective sheets for the Bidder's response to the RFP. Signatures must be in ink color other than black.

### 2. Business Profile

- A. Provide a brief prospectus of the manufacturer of the equipment you are recommending.
  
- B. Provide a brief statement of the history of your company (especially in the Cincinnati area) and its specific experience in the service, training, and installation of the proposed equipment (especially in the area of public school districts) being recommended by your proposal.
  
- C. List all subcontractors or consultants that will be connected with service, training, and installation of the proposed equipment. Provide company name, address, phone, fax, e-mail address, and contact names and titles.
  
- D. Describe your ongoing efforts to update the equipment your firm offers for sale and have it remain current with new and evolving trends.
  
- E. Explain the philosophy of your company's service/maintenance program.
  
- F. Explain the philosophy of your company's training program.
  
- G. Explain the initial and ongoing training programs provided for the technicians within your firm.
  
- H. Provide four references of similar entities using your equipment and services.
  - 1) Provide contact entity information including name and phone number of an individual who has granted permission to be contacted.
  - 2) Contacts are to include three public school districts with one close to Three Rivers Local School District's proposed fleet size.

- 3) The contacts need to be in the Greater Cincinnati area.
- I. Provide a synopsis of the qualifications of the individual who will have primary responsibility for the Three Rivers Local School District account.
  - J. The Account Manager assigned by the Vendor to Three Rivers Local Schools is critical to the success of the Offeror's proposal to this RFP. By submitting a proposal to this RFP, the Offeror agrees to:
    - 1) Three Rivers Local School District reserves the right to interview any new account manager assigned its account. After interviewing, Three Rivers reserves the right to request another individual. Offeror agrees to submit another account manager for an interview.
    - 2) Three Rivers Local School District reserves the right to request a new account manager after meeting with the Offeror's area account supervisor.
    - 3) In the event that Three Rivers Local Schools and the Vendor cannot agree on an individual to manage its account, the Treasurer or Operations Director of Three Rivers Local Schools reserves the right to provide to the vendor a thirty-day notice of the cancellation of the contract between Three Rivers Local Schools and the vendor.

### **3. Unit Cost Options**

- A. Three Rivers Local School District will consider one of the two cost options below lease. After a review of all proposals, one option will be chosen in the District's final decision.
  - 1) Purchase Option
    - a) Provide price for base system of the copier, multi-functioning unit, and printer. Base system is unit delivered from the manufacturer prior to any options added.
    - b) Provide cost for each additional requested component not part of base unit.
    - c) Provide costs for any extended warranties needed to provide coverage for five years and on an annual basis thereafter.
    - d) These costs should be provided in a spreadsheet format.

- 2) Lease Option
  - a) Provide monthly lease cost for base system of the copier, multi-functioning unit, and printer. Base system lease cost is unit delivered from the manufacturer prior to any options added.
  - b) Provide additional add-on lease cost for each additional requested component not part of base unit.
  - c) Provide lease costs for three, four, and five-year contracts with a one dollar buyout at the end of contract.
  - d) Include in lease costs any extended warranties needed to provide coverage for the term of the lease.
  - e) Lease proposals should include:
    - i) Leasing company prospectus
    - ii) Relationship to Offeror
    - iii) Imputed interest rate
    - iv) Agreement to a thirty (30) day payment due option
    - v) Web-enabled invoice retrieval
    - vi) Annual appropriation clause
    - vii) Signed commitment from an authorized representative of the leasing company supporting the Bidder's proposal must be submitted with the Bidder's proposal to this RFP.

#### **4. Model Documentation**

- A. Manufacturer brochures shall be submitted for each model being proposed to meet the units specified in this RFP.
- B. The brochure should list:
  - 1) General introduction to features
  - 2) Images of the unit
  - 3) Configuration
  - 4) Specifications for all available features (standard and optional)

#### **5. Delivery and Installation**

- A. Delivery and installation of the units ordered under this proposal shall be included in the price given.

- F. Provide an estimate of the length of time it will take to remove existing equipment and get the proposed equipment operational. Time estimation should be listed by building. Costs to remove existing equipment from the new equipment's location to a designated holding area and installation of the new equipment shall be part of the proposal.
  
- C. Delivery and installation may include the moving of any machines, after first placement, due to change in appropriate location.
  
- G. A delivery schedule will be developed by the vendor's account manager in coordination with Three Rivers's building and staff schedule.

**6. Maintenance, Repair Service, and Training**

- A. Three Rivers Local School District is requesting a five year maintenance and service agreement on all units purchased and on an annual basis thereafter. If units are leased, then length will be the length of the lease and the maintenance agreement may be extended for five years if lease expires prior to the five year anniversary of initial lease.
  - 1) Basic agreement to include, but not limited to:
    - a) Preventive maintenance
    - b) All parts and supplies except for:
      - i) Paper
    - c) On-site service with repairs completed in four hours or less
    - d) Workstation print client driver installs, setup, and technical assistance
    - e) Network monitoring driver install, setup, and technical assistance
    - f) Fax and Scanning installation, setup, and technical assistance
    - g) On-going training; especially at initial install and start of school (each year) for all staff. This includes start of school refresher programs and/or the assignment of new key operators.
  
- B. Cost submission:
  - 1) Costs for this program should be submitted as a total fleet annualized amount with total annual allowed Clicks per Month .
    - a) If program cost needs to grow for year two through five, the cost of each year should be listed.
  
    - b) The cost per each click over the base amount should be listed.
  
    - c) Printers can have their separate cost proposal.

d) Offerors should submit a detailed listing of the included and not included items in their agreement proposal.

C. Provide information on how service technicians are screened to work in public schools. Information should include, but not limited to:

1) Background checks

2) Drug testing policies

3) Experience in working in other public schools

D. Provide information on how often planned maintenance is performed by your firm's technicians on a standard maintenance contract. List any differences in the maintenance expectations between copiers, multi-function units, and printers.

E. Service calls have to be completed within four (4) hours of initial phone call to vendor's call center.

1) Provide an explanation of your firm's compliance with a four (4) hour response time on ALL service calls. Planned maintenance does not fall under the requirement of a four (4) hour response time.

2) Provide an explanation of how your firm will respond to a repair when parts are not available locally and your expectation of how it will impact service response time. Using data from past customers, what is the average down time when repair parts are not available.

F. If due to the implementation of security options requested in this RFP and the annual clicks per month for Three Rivers's Fleet declines, Three Rivers Local School District expects the right to renegotiate the "Maintenance, Repair Service, and Training" contract.

G. Three Rivers Local School District will enter into Maintenance and Service agreement with the company awarded a contract as a result of their response to this RFP.

**1. Network Administration of Printing System**

A. An application for network print administration is provided that controls the various options of all copier/printer units for individual users, groups of users or globally.

- B. The administration application is installed on the print server in an MS Server 2012 environment.
- C. The same application is installed on a few administrator workstations and has identical capabilities as that installed on the server.
- D. This network printer administration app has, but is not limited to, these features:
  - 1) Able to see and change complete and comprehensive statuses and configurations of any unit on the networked printing system.
  - 2) Able to read clicks and page count.
  - 3) Able to read toner and maintenance kit levels.
  - 4) Able to make changes to devices, both individually, in groups and globally, to items such as address books, hours of operation, power settings, print or copy jobs, etc.
- E. Zero cost for this tool is preferred. If there is a cost, it should be listed as a separated item.

## 2. **Workstation Drivers**

Drivers for connecting appropriate devices to appropriate workstations are provided.

These drivers are:

- 1) PCL6 or PS.  
Bidder may recommend either of these or others according to what they believe will work best with the units involved and the Three Rivers environment.
- 2) Installed on the server for support of the print queues for the appropriate units.
- 3) Installed on a small number workstations as part of the initial roll out for testing purposes.
- 4) Updated on the server print queue for all installed devices with a method that is explained to the District's IT Staff.
- 5) Basic drivers that provide complete MFD functionality.
- 6) Very important - absolutely no extra functions whatsoever such as communication to the printer manufacturer on toner levels, error states, user experience or anything else may be activated.

If there is a question about a device communication, Three Rivers technical staff must approve the activation of that functionality.

If the successful bidder would like to install communications to their own service department, this can be considered, but activation may only occur after approval from Three Rivers technical staff.

## 1. **Training**

Training of the District's IT Staff covers:

- 1) Many aspects of the various MFD and print devices installed around the district.
- 2) The monitor and control applications installed on the print server.
- 3) Any odd, unusual or "quirky" aspects of queue building for any device installed in the district, or any recommendation outside of the manufacturer's recommendations that may be helpful.
- 4) What individual users will experience and what they can control when using their interface to their MFD or printer.

## **2. Security Options**

- 1) All MFDs provide the ability for administrators to choose to which functions individuals or groups of users have access, or to simply grant or deny all of them.
- 2) All MFDs provide the ability for administrators to require a password or badge swipe to make use of any or all of the MFDs functions (Locked printing).
- 3) All MFD's provide reports of output volume for the device, individual users and groups of individual users. These reports include a date and time.
- 4) The simple printers on this RFP are not password controlled.
- 5) Any security feature that is not available or requires a cost beyond the basic proposal is required to be listed in the Bidder's proposal as an addendum. If it is not listed, Three Rivers will expect all features required to be included in the units being proposed.

## **7. Power Save Features**

- A. All units are required to comply with the EPA Energy Star ® guidelines.
- B. All units should have the ability to be left on for twenty-four hours but be set to enter into a power save mode after a "non-use" time set at the control panel.
- C. Any unit not meeting these guidelines cannot be submitted.

## **8. Training**

- A. On-site training for all Three Rivers staff is required to be part of the Offeror's proposal.
- B. Prior to the commencing of the training program the Offeror must meet with the District Technology Coordinator or his designee to review and approve the program.
- C. Training is to be conducted at each unit installed for the staff using the unit.
- D. Additional training for staff members selected to be key operators will be scheduled as soon as systems are installed.
- E. A sample schedule of training for each building should be submitted with the proposal. Particular details will be decided after the proposal has been awarded.

Proposal should include, but not limited to:

- 1) Sample timetable for training teachers during the school day
- 2) Sample timetable for training key operator(s), office staff, and administrators prior to the start of school

- 2) Listing of vendor staff that will be committed to doing the training

H. If passwords for users/departments are enabled, the vendor **is not permitted** to provide a password to any individual prior to participation in the individual's training program.

I. An attendance form for all Three Rivers staff members involved in training will be submitted at the conclusion of each block of training.

- 1) One block would be the key operators after installation.
- 2) Another block would be the total staff assigned to use an installed unit after school starts.
- 3) A third block would be training completed through December of each school year.
- 4) The fourth block would be training completed through June of each school year.
- 5) Training documents need to be submitted to the District Technology Office.

J. Training in the network administration of the proposed units needs to be provided and scheduled as soon as the contract is awarded.

K. Training in the password/account administration of the proposed units needs to be provided and scheduled as soon as the contract is awarded.

## **9. Performance Guarantees**

A. Manufacturer warranty and extended warranty

- 1) One copy of the manufacturer warranty for each model of the proposed units must be provided.
- 2) One copy of the warranty to extend the manufacturer's warranty through five years for the purchase option must be provided.
- 3) One copy of the warranty to extend the manufacturer's warranty through five years of lease must be provided.



- B. Three Rivers requires a “Total Satisfaction Guarantee” and must be submitted with the proposal. The “Guarantee” must cover 1) the operation of the unit, and 2) the service performed by the “Maintenance, Repair Service, and Training” agreement.
- C. Documentation listing the process of lodging complaints and resolving complaints must be included.
- C. The process for determining how units will be evaluated as a “lemon” and the replacement procedure is to be included.
- E. Laser printers could have a different performance guarantee. If this guarantee is different, it should be submitted with the proposal.
- F. The time length of each warranty, “Total Satisfaction Guarantee,” and complaint/resolution process shall be clearly described in the proposal.

## **10. Fleet Changes**

The bidder’s proposal to this RFP must include answers to:

- 1) How will price be determined on new equipment added to Three Rivers’s Fleet while Three Rivers is under contract with the vendor?
- 2) How will price for “Maintenance, Repair Service, and Training” for new equipment is to be determined in consideration of existing contract cost?
- 3) How will clicks per month and overages be folded into the existing contract?
- 3) List any exceptions to your proposal to this RFP that would apply to any future new equipment and service ordered from you. On a separate sheet of paper marked “Exceptions for Future New Equipment” list these exceptions. If no exceptions are listed, Three Rivers will apply your submitted proposal to future new equipment.

### **Exceptions, Changes, Deletions, and Recommendations**

- A. All items listed in this proposal are basic requirements unless noted differently.
- B. On a separate sheet of paper marked “Exceptions to Mandatory Requirements,” the following should be listed.
  - 1) If an item can not be provided as listed and/or requires an additional charge beyond the basic cost (if additional cost, please list the cost).
  - 2) Any exceptions to basic requirements of a unit and/or program.
  - 3) Any exceptions or deletions to any of the requirements in this RFP.

- C. If upon review of the proposal the Offeror feels the requirements in the RFP are not in the best interest of Three Rivers Local Schools, the RFP cannot be changed. These changes should be listed on a separate sheet of paper marked “Recommendations for Mandatory Requirements.” Any cost savings or charges have to be listed (even if zero cost). The requirements in the original RFP cannot be changed.

## SECTION THREE – PROPOSAL CONDITIONS AND PROVISIONS

### 1. General

- A. All proposals must be submitted in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFP, which shall become part of the final contract.
- B. All proposals must be signed by a duly-authorized official of the bidding company. The completed and signed proposal (together with all required attachments) must be returned by the due date and time shown on Page 1.
- C. All participating bidders, by their signature hereunder, agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Any alteration, erasure or interlineations by the bidder in this proposal shall constitute cause for rejection by Three Rivers Local Schools. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany the bidder's proposal. Should Three Rivers Local Schools omit anything from this proposal that is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder must secure written instructions from Mr. Tom Bailey, Assistant Superintendent, (via e-mail at: [tbailey@trlsd.org](mailto:tbailey@trlsd.org)) at least forty-eight hours prior to the time and date of the proposal submission date as listed on page 1.
- D. Prices submitted must be on the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.
- E. Proposals shall be firm quotations subject to acceptance or rejection within ninety (90) days of the proposal opening date.
- F. All proposed lease agreements shall contain a non-appropriation clause.
- G. A bidder may withdraw its proposal at any time prior to the scheduled time of receipt.
- H. Three Rivers Local Schools is not responsible for any goods delivered or services performed without a purchase order number and signed by the Treasurer.
- I. Three Rivers Local Schools reserves the right to negotiate optional items and/or services with the successful bidder.
- J. The successful bidder may be required to provide proof of and the required limits of liability insurance, including workers' compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the laws of the State of Ohio for the duration of a contract issued as a result of this RFP. Additionally, Three Rivers must be notified of any changes occurring in this coverage. The bidder must demonstrate to Three Rivers that such changes do not in any way affect the minimum liability insurance required for this proposal.

- K. Three Rivers reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of Three Rivers Local Schools to do so.
- L. No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that has outstanding obligations to Three Rivers Local Schools, either by debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to Three Rivers, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any Three Rivers contract, or that may be deemed irresponsible or unreliable by Three Rivers. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this proposal.
- M. The bidder agrees to abide by all the laws, regulations and administrative rulings of the United States and the State of Ohio and the cities within which the Three Rivers buildings are located and to secure all necessary licenses and permits in connection with this proposal.

## **2. Ethical Standards**

- A. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for filing, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or bid therefore.
- B. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of the vendor to any person associated with Three Rivers Local Schools as an inducement for the Award of this RFP.
- C. In the event that any gratuities or kickbacks are offered or tendered to any Three Rivers Local School District employee or representative, the bidder's proposal will be disqualified.

## **3. Non-Collusive Bidding Certification:**

By the submission of this proposal, the bidder certifies that:

- A. The proposal has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
- B. The contents of the proposal have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this proposal.

**4. Non-Discrimination in Employment:**

- A. In connection with the performance of work under a contract issued as a result of this RFP, the bidder agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The bidder further agrees to insert the foregoing provision in all subcontracts hereunder.
- B. Indemnification by Three Rivers Local Schools: Three Rivers Local Schools cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the bidder or any other person or entity whatsoever, for any purpose whatsoever.
- C. Indemnity: The bidder shall defend, indemnify and hold harmless Three Rivers Local Schools, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising out of any agreement issued as a result of this RFP; provided, however, that the bidder need not indemnify or save harmless Three Rivers Local Schools, its officers, agents and employees from damages resulting from the negligence of Three Rivers Local Schools' officers, agents and employees.

**5. Assignment of Purchase Order or Contract:**

A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the bidder's proposal with Three Rivers Local Schools without the prior written approval of Three Rivers Local School's Treasurer.

**6. Taxes:**

All proposals shall reflect all applicable tax exemptions for Three Rivers Local Schools:

Tax Exempt Number: 31-6000767

**7. Review Process**

The Three Rivers Local School District may, at its discretion, request presentations by or meetings with any or all Offerors, to clarify or negotiate modifications to the Offerors' proposals.

However, the Three Rivers Local School District reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms the Offeror can propose in the areas of price, service/maintenance, training, and ongoing support.