



Douglas County School District No. 4
Purchasing Department
1419 NW Valley View Dr.
Roseburg, OR 97471
541-440-4020
541-440-4000 Fax

REQUEST FOR PROPOSAL

PROPOSAL NUMBER: 20-679

PROPOSAL NAME: Copiers

Notice is hereby given that Proposals will be accepted by Douglas County School District No. 4 at the Purchasing Department office, 1419 NW Valley View Drive, Roseburg, Oregon 97471 until:

TIME & DATE: 2:00 p.m., Tuesday, July 14, 2020

AT WHICH TIME AND PLACE THEY WILL BE PUBLICLY OPENED.

Proposals shall be submitted with the forms provided, properly signed and returned in a sealed container clearly marked with the:

PROPOSAL NUMBER, PROPOSAL NAME, PROPOSAL TIME and PROPOSAL DATE

The district reserves the right to (1) reject any proposals not in compliance with all prescribed public bidding procedures and requirements, (2) add to the prices quoted by non-resident bidders an increase equal to the percent preference that the non-resident bidder's home state would give its instate bidders and (3) reject for good cause any or all bids that are not in the best interests of the district.

DATE: June 16, 2020

DENNIS J. "DENNY" AUSTIN
PURCHASING SUPERVISOR
Phone: 541-440-4020
Fax: 541-440-4000
E-mail: daustin@roseburg.k12.or.us

RFP Schedule

06/23/2020, 10:30AM

MANDATORY PRE-BID CONFERENCE

Via ZOOM meeting. Attendance will be recorded – attendees must have both video and audio connections during meeting. Bidder is advised to register.

06/30/2020, 12:00PM

QUESTION DEADLINE

All questions must be submitted in writing and will be answered by addendum.

07/02/2020, 4:30PM

ANSWERS POSTED

Final answers will be posted on district website Purchasing Department under 'Bidding Opportunities'

07/09/2020, 2:00PM

BID SUBMISSION

All sealed bids must be received at Douglas County School District No. 4, Purchasing Department by this date and time to be considered. THERE WILL BE NO EXCEPTIONS.

07/09/2020

PUBLIC BID OPENING

Immediately after bid submission deadline sealed bids will be opened. The bid opening will take place at, 1419 NW Valley View Dr., Roseburg, OR 97471

07/10/2020

BID EVALUATION PERIOD

The evaluation committee will review proposals and prepare a recommendation for board approval.

07/15/2020

BOARD ACTION

Evaluation results will be presented to School Board for action prior to notice of award.

07/16/2020

NOTICE OF INTENT TO AWARD

All qualified bidders will be notified.

Standard Terms and Conditions

1. **Contract:** Means the entire written agreement between the parties, including but not limited to the Request for Proposal and its specifications, terms and conditions; instructions to bidders; change notices, if any; the accepted bid; and the purchase order.
2. **Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Douglas County School District No. 4.
3. **Waiver:** Failure of Douglas County School District No. 4 to enforce any provision of this contract shall not constitute a waiver or relinquishment by Douglas County School District No. 4 of the right to such performance in the future nor of the right to enforce any other provision of this contract.
4. **Assignment/Subcontract:** Contractor shall not assign, sell, transfer, subcontract or subject rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of Douglas County School District No. 4. No such written approval shall relieve Contractor of any obligations of this contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable as between the original parties to the contract as if no such assignment had occurred.
5. **Successors in Interest:** The provisions of this contract shall be binding upon and shall inure to the benefit of the parties to the contract and their respective successors and assigns.
6. **Compliance with All Government Regulations:** Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the goods to be purchased under this contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Contractor.
7. **Nondiscrimination:** Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
8. **Severability:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.
9. **Attorney Fees:** In the event a lawsuit of any kind is instituted on behalf of Douglas County School District No. 4 to collect any payment due or to obtain performance of any kind under this contract, Contractor shall pay such additional sums as the court may adjudge as reasonable attorney fees plus all costs and disbursements at trial and on any appeal.
10. **Hold Harmless:** Contractor shall indemnify, defend and hold harmless Douglas County School District No. 4 and its officers, subcontractors, agents or employees under this contract.
11. **Warranties:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to Douglas County School District No. 4.

12. **Safety and Health Requirements:** Equipment and services supplied shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Department.
13. **Delivery:** All deliveries shall be F.O.B. Roseburg with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage shall remain with Contractor until final inspection and acceptance when responsibility shall pass to Douglas County School District No. 4 except as to latent defects, fraud and Contractor's warranty obligations.
14. **Inspections:** Goods furnished under this contract shall be subject to inspection and testing by Douglas County School District No. 4 at times and places determined by Douglas County School District No. 4. If Douglas County School District No. 4 finds goods furnished to be incomplete or not in compliance with bid specifications, Douglas County School District No. 4 may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price; whichever is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by Douglas County School District No. 4, Douglas County School District No. 4 may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Douglas County School District No. 4 rights as buyer, including the rights and remedies associated with revocation of acceptance under ORS 72.6080.
15. **Cash Discount:** If Douglas County School District No. 4 is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.
16. **Payment:** Payment for completion of Douglas County School District No. 4 contracts are normally made within 30 days following the date the entire order is delivered or the date the invoice is received, whichever is later. After 45 days, contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance (ORS 293.462).
17. **Access to Records:** Douglas County School District No. 4 and its agencies, the federal government and their duly authorized representatives shall have access to books, documents, papers and records of Contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts and transcripts.
18. **Termination:** This contract may be terminated by mutual consent of both parties or by Douglas County School District No. 4 at its discretion. Douglas County School District No. 4 may cancel an order for goods at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this contract as directed by Douglas County School District No. 4. If this contract is so terminated, Contractor shall be paid in accordance with the terms of the contract for goods delivered and accepted which cannot be mitigated by resale as provided in the Uniform Commercial Code (ORS 72.7060).
19. **Force Majeure:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract. Douglas County School District No. 4 may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
20. **Breach of Contract:** Should Contractor breach any of the provisions of this contract, Douglas County School District No. 4 reserves the right to cancel this contract upon written notice to Contractor. Contractor shall be liable for any and all damages incidental and consequential suffered by Douglas

County School District No. 4 as the result of Contractor's breach of contract. Douglas County School District No. 4 shall have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of a breach of contract by Contractor.

21. **Award to Foreign Contractor:** If the amount of this contract exceeds \$ 10,000 and if the contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to this contract. Douglas County School District No. 4 shall withhold final payment under this contract until Contractor has met this requirement.
22. **Remedies:** This contract shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts, and any litigation arising out of this contract shall be conducted in the courts of the State of Oregon.
23. **Standard and Special Terms and Conditions:** The terms and conditions under this heading are standard to Douglas County School District No. 4 contracts for the purchase of goods. There may also be special terms and conditions in an Invitation to Bid or Request for Quote which apply only to this contract.
24. **Toxic Art and Craft Materials:** All products that are classified art and craft supplies shall bear the (CP) Certified Products Seal or the (AP) Approved Product Seal of the Art and Creative Materials Institute (ACMI). This is in compliance with ORS 453. Any Items that are shipped by the vendor after award of the bid and do not comply with the above, Douglas County School District No. 4 has the right to return the items at the vendor's expense for full credit.
25. **Permits:** If required, the successful vendor shall procure all permits. Vendor shall provide Douglas County School District No. 4 copies of all permits.
26. **Smoking:** All schools within Roseburg School District are smoke free.
27. **Hazard Communication:** Products which contain hazardous chemicals, as defined by Oregon Administrative rules Chapter 437 shall be accompanied with a Material Safety Data Sheet (MSDS) when purchased.

INSTRUCTIONS TO BIDDERS

1. **Introduction:** This solicitation is issued pursuant to Divisions 46 and 47 of the Douglas County School District No. 4 Contracting Rules and ORS 279B.060. The contracting rules are available for review on the district web site at, www.roseburg.k12.or.us/depts/purchase and follow the RPS Contracting Rules link. The term "District" throughout this solicitation means the Douglas County School District No. 4, the term "Bidder" means the Person or Firm that submits an offer in response to this Solicitation, and the term "Provider" means the Bidder(s) awarded a contract as a result of this solicitation.
2. **Solicitation Review:** Bidders must carefully review this document and are responsible for knowing and understanding the terms and conditions included in or applicable to this solicitation. Unless defects, ambiguities, omissions, or errors are brought to the District's attention by noon on the fifth day prior to Closing, protests or appeals based on such defects, ambiguities, omissions, or errors received after issuance of the Notice of Intent to Award will not be favorably considered.
3. **Offer:** Pursuant to 137-47-0310, a submission in response to this solicitation is the Bidder's Offer to enter into a Contract. By signing and returning the Offer, the Bidder acknowledges he/she has read, understands and agrees to be bound by the terms and conditions contained in this document. The Offer is "Firm Offer," and must be held open by the Bidder for the District's acceptance for sixty (60) days. The

District's Award of a Contract constitutes acceptance of the Offer and binds a Provider to the contract. The Bidder must not make its Offer contingent upon the district's acceptance of any terms or conditions (including Specifications) other than those contained in this solicitation.

4. **Cooperative Procurement:** Pursuant to 137-46-0440 this Solicitation is a Permissive Cooperative Procurement.
 - a. Authorized Agencies may utilize a Permissive Cooperative Contract pursuant to ORS 279A.215. Generally:
 - b. Providers must state (on the Offer Form enclosed) that it will or will not extend the terms, conditions and prices to any Participating Agency that desires to establish a Contract awarded to the Provider resulting from this solicitation.
 - c. Pursuant to 137-46-0560 the District may make amendments to a Permissive Cooperative Contract.
5. **Offer Preparation:** Pursuant to 137-47-0400, failure to submit Offers in accordance with the provisions of this document shall be grounds to declare the Offer as non-Responsive. Bidders must:
 - a. Submit a completed Bid Schedule and a completed "Offer Form" (attachment A) as the first sheet of its submission.
 - b. Provide the District with all required or requested documents and descriptive;
 - c. Initial any corrections or erasures to their Offer;
 - d. Identify (on the Offer Form) whether the bidder is/is not a "resident Proposer," as defined in ORS 279A.120(1);
 - e. Provide (on the Offer Form) certification of nondiscrimination in obtaining any required subcontractors in accordance with ORS 279A.110(4); and
 - f. Provide (on the Offer Form) written acknowledgement of the receipt of any and all addenda.
 - g. All bids shall be written in English, typed and single-spaced with font size not smaller than 10 point.
6. **Offer Submission:** Pursuant to 137-47-0410:
 - a. To ensure proper identification and handling, Offers shall be submitted in an opaque, sealed envelope appropriately marked with the Bid title, Bid number (in large block numbers) and the name and address of the bidder. If the requested number of copies does not fit into an envelope, enclose all copies in a box, seal it and attach an envelope on top with the appropriate information.
 - b. Offers shall be mailed to the Purchasing Department, 1419 NW Valley View Drive, Roseburg, OR, 97470 or hand delivered to the Purchasing Department not later than the stated deadline. Facsimile Offers will NOT be accepted.
 - c. The district is not responsible for Offers submitted in any manner, format or to any delivery point other than as required.

- d. Bidders are solely responsible for ensuring that the district receives their Offers at the required delivery point prior to closing.
7. **Pre-Bid Conference:** Pursuant to 137-47-0420, a pre Bid conference is conducted to explain the procurement requirements, to provide information, or to conduct site inspections. The conference will allow Bidders an opportunity to address deficiencies, defective specifications, or other bid concerns. The purpose is to identify and resolve issues that have the potential of generating award protest. Statements made by District representatives at the pre Bid conference shall not change the solicitation unless the District confirms such statements with a written Addendum. If the pre-Bid conference is mandatory then only those Bidders that attend may submit an Offer.

PRE-BID CONFERENCE FOR THIS SOLICITATION IS: **06/23/2020, 10:30AM via ZOOM meeting**. Link will be provided to all registered vendors. To register, call Purchasing, 541-440-4020, or email your information to daustin@roseburg.k12.or.us, at least 24 hours before the above date.

8. **Addenda:** Pursuant to 137-47-0430:
- a. The District may change this solicitation by written addenda.
 - b. All addenda shall be issued not later than three (3) working days prior to the bid closing.
 - c. Bidders shall provide written acknowledgement of receipt of any Addenda on the provided Offer Form.
 - d. The district shall send Addenda to all registered vendors by email.
 - e. Bidders are responsible to make inquiry as to any Addenda issued. Bidders should frequently check with the District regarding Addenda until bid closing, (i.e., at least once weekly until the week of the bid closing and at least once daily the week prior to closing).
 - f. At its discretion, the district may extend the closing to allow bidders time to analyze and adjust to changes.
9. **Modification or Withdrawal:** Pursuant to 137-47-0440, a bidder may modify or withdraw its offer in writing only prior to closing. Modification or withdrawal must be marked and delivered as described in OFFER SUBMISSION above. A bidder may also deliver its modification or withdrawal in person or faxed to 541-440-4000. Bidders are responsible for ensuring that the district receives its modification or withdrawal. Modifications or withdrawal must be prepared and submitted on the Bidder's letterhead, signed by an authorized representative of the Bidder.
- a. Modifications: Shall state that the modification amends and supersedes the prior offer.
 - b. Withdrawals: The Bidder may withdraw its offer in person prior to the closing, upon presentation of appropriate identification and evidence of authority satisfactory to the district. The District shall void any date and time stamp mark.
10. **Receipt, Opening, and Recording of Offers:** Pursuant to 137-47-0450:
- a. The district shall time stamp each Offer and any modification upon receipt. The Districts' official bid time clock is located in the Purchasing Department office at 1419 NW Valley View Drive.
 - b. The district shall not be responsible for the premature opening or failure to open an Offer that is not properly addressed and/or identified.

- c. The District shall publicly open Offers including any modifications made to the Offer.
11. **Alternate Offers:** Alternate offers will not be considered unless specifically requested. The item offered on the bid schedule line(s) provided will be the only accepted item. Alternate items and/or prices added to the bid schedule will be ignored.
12. **Late Offers, Withdrawals, or Modifications:** Pursuant to 137-47-0460, any Offer received after the closing is late. A Bidders request for withdrawal or modification of an Offer received after closing is late. The District shall not consider late Offers, withdrawals or modifications except as permitted in MISTAKES below. The district reserves the right to consider Offers that have been delayed or mishandled by the District.
13. **Mistakes by Bidder:** Pursuant to 137-47-0470, the District shall carefully consider whether to permit waiver, correction or withdrawal of Offers for certain mistakes. The District must not allow a Bidder to correct or withdraw an Offer for an error in judgment. The District must reject any Offer in which a mistake is evident on the face of the Offer. If certain mistakes in an Offer are discovered after Opening, but before Award of the Contract, the District may take the following action:
- a. The District may waive, or permit a Bidder to correct, a minor informality; a matter of form rather than substance that is evident on the face of the Offer, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders.
- b. The District may correct a clerical error if the error are evident on the face of the Offer, or other documents submitted with the Offer, and the Bidder confirms the District's correction in writing. A clerical error is a Bidder error in transcribing its Offer.
- c. The District may permit a Bidder withdraw an Offer based on one or more clerical errors in the Offer only in accordance with 137-47-0470 (2)(c) and (d).
14. **Offer Evaluation and Award:** Pursuant to 137-17-0600:
- a. **EVALUATION:** The District will utilize the following objective factors to determine that Offer which provides the District with the optimal or best value:
- i. **RESPONSIBILITY OF BIDDER:** Before awarding a Contract, the District must determine that the Bidder submitting the lowest Bid or most Advantageous Offer is Responsible. The District must use the standards set forth in ORS 279B.110 and 137-47-0640(1)(c)(F) to determine if a Bidder is Responsible. In the event the District determines Bidder is not Responsible, it must prepare a written determination of non-responsibility as required by ORS 279B.110 and must reject the Offer.
- ii. **CONTINGENT OFFERS:** The Bidder must not make their Offer contingent upon the District's acceptance of any terms or conditions (including Specifications) other than those contained in this document.
- iii. **NON-RESIDENT BIDDERS:** In determining the lowest responsible Bid, the District must apply the reciprocal preference set forth in ORS 279A.120 (2) (b) and 137-46-0310.
- iv. **OREGON GOODS OR SEVICES:** For goods fabricated and/or processed, or services performed entirely within Oregon, Douglas County School District No. 4 may give preference to those vendors meeting the criteria set forth in ORS 279A.128.

- v. **IDENTICAL BIDS:** When one or more Bids are identical under 137-46-0300, the District must award a Contract in accordance with the procedures set forth in 137-46-300.
- vi. **RECYCLED MATERIALS:** The District may give preference for Recycled Materials as set forth in ORS 279A.125.
- vii. **CLARIFICATION OF BIDS:** After the Bid Opening, the District may conduct Discussions with apparent Responsive Bidder(s) for the purpose of clarification and to assure full understanding of the Bid.
- viii. **NEGOTIATIONS PROHIBITED:** The District may only modify an awarded Contract in accordance with 137-46-0560.
- ix. **OBJECTIVE CRITERIA:** The District may allow, at its discretion, certain other objective evaluation criteria. Examples of such criteria include but are not limited to conversion costs, transportation cost, volume weighing, trade-in allowances, cash discounts, depreciation allowances, cartage penalties, ownership or life-cycle cost formulas, Bidders' performance history on other private and public contracts, experience of key personnel, adequacy of equipment and physical plant, financial wherewithal, sources of supply, references and warranty provisions.

b. AWARD:

- i. Award in part or in whole is contingent upon available funding. In the event adequate funds are not appropriated and allocated by the School Board the District reserves the right to cancel any solicitation and/or requirements Contracts at no penalty.
- ii. The District may award by item, groups of items or the entire Offer.
- iii. The District may award multiple Contracts if beneficial to the District for adequate availability, delivery, service, competition, pricing, product capabilities, or other factors deemed significant by the District. This notice of Multiple Awards does not preclude the District from awarding a single Contract.
- iv. The District may make a Contract for parts of the Solicitation for which acceptable Offers have been received.
- v. The District may award all or no Offers if the evaluation shows an all or no Award to be the lowest cost for Bids.
- vi. The District may reject all or part of Offers and may issue a new Solicitation on the same or revised terms, conditions and Specifications.
- vii. When Offers are identical the District must Award the contract Pursuant to 137-46-0300.

15. **Notice of Intent to Award:** Pursuant to 137-47-0610, the District must provide written notice of its intent to Award to all Bidders at least Five (5) Days before the Award of a Contract, unless the District determines that circumstances require prompt execution of the Contract. The District's Award must not be final until the latter of the following: FIVE (5) Days after the date of the Notice of Intent to Award, or until the District provides a written response to all timely filed protests (if any) that denies the protest and affirms the award. Only if this Solicitation is over Fifty Thousand Dollars (\$50,000).

16. **Offer Rejection:** Pursuant to 137-47-0640:

a. The District may reject any Offer:

- i. When the rejection is in the best interest of the District.
- ii. When the Offer is contingent upon the District's acceptance of terms and conditions (including Specifications) that differ from the Solicitation.
- iii. When the Offer takes exception to terms and conditions (including Specifications) set forth in the Solicitation.
- iv. That fails to meet the Specifications of the Solicitation.
- v. That is submitted late.
- vi. Not in substantial compliance with the Solicitation or with all prescribed public procurement procedures.
- vii. Not in compliance with ORS 279B.120, 279B.130, 279A.105.
- viii. When the Proposer is non-Responsible pursuant to ORS 279B.110.

b. The District may reject all Offers based upon the following criteria:

- i. As set forth in ORS 279B.100. The District must notify all Proposers of the rejection, along with the reasons for rejection.
- ii. The content of or an error in the Solicitation or the Procurement Process unnecessarily restricted competition for the Contract.
- iii. The price, quality or performance presented by the Proposers are too costly or of insufficient quality to justify acceptance of any Offer.
- iv. Misconduct, error, ambiguous or misleading provisions in the Solicitation threaten the fairness and integrity of the competitive process.
- v. Causes other than legitimate market forces threaten the integrity of the competitive process. Such as collusion, corruption, and/or inadvertent or intentional errors in the Solicitation.
- vi. Any other circumstance indicating that awarding the Contract would not be in the public interest.

17. **Protest, Change, Clarification:**

- a. Delivery:** Written questions, changes, clarification, or protest must be faxed to (541) 440-4000 or hand delivered to the attention of Purchasing, 1419 NW Valley View Drive, Roseburg, OR.
- b. Deadline:** No questions, changes, clarification, or protest will be considered after 12:00 noon on the fifth Day prior to the Closing.

- c. **Questions:** All questions regarding this Bid must be submitted in writing to the attention of Dennis J. "Denny" Austin, District Purchasing Manager. No oral questions will be accepted other than at a pre-bid conference. All questions received prior to the deadline must be received in written form and will be answered by addenda.
- d. **Change, Clarification, Protest:** Bidders may request changes of, clarification to, or protest, the terms and conditions and/or the specifications of this Bid. Bidder comments must be made in writing; such comments shall include:
 - i. A detailed statement of the legal and factual grounds for the change, clarification, or protest.
 - ii. A description of the resulting prejudice to the Bidder; and
 - iii. A statement of the form of relief requested or any proposed changes to the contract terms and conditions or specifications.
- e. **Response:** All Bidders will be provided notice of the District's determination (i.e. entirely rejects or agrees with) in a written addenda to any questions, changes, clarification or protest.
- f. Protesters must exhaust all administrative remedies before seeking judicial review.

18. **Aggrieved Bidder:**

- a. A Bidder may protest the Award of a Contract, or the Intent to Award a Contract if:
 - i. The Bidder is adversely affected because the Bidder would be eligible for Award of the Contract in the event that the Protest were successful and;
 - ii. The reason for the Protest is that (the aggrieved bidder must provide details):
 - (1) All higher scoring Offers are non-Responsive;
 - (2) The District has failed to conduct the evaluation of Offers in accordance with the criteria or processes described in the Solicitation;
 - (3) The District's evaluation of Offers or the District's subsequent Intent to Award is otherwise in violation of the provisions of ORS 279A or 279B.
- b. Protests must be made in Writing and shall specify the grounds for the Protest as outlined above. Protests may be faxed to 541-440-4000 or delivered by hand. Aggrieved Proposer is responsible to ensure receipt of the protest.
- c. The aggrieved Bidder must serve all other Bidders by Fax with notice of its appeal to allow for rebuttal.
- d. The District must not consider a Protest submitted after 12:00 Noon on the fifth (5) Day after the date of the Notice of Intent to Award.
- e. The District must issue a Written Disposition of the Protest in a timely manner. The District Purchasing Manager has the authority to settle any protest. If the Purchasing Manager does not settle Protest, the district Chief Operations Officer, or designee, has the authority to resolve the protest. If the District upholds the Protest, in whole or in part, the District may in its sole discretion either Award the Contract to the successful protestor or cancel the Solicitation.

- f. Bidders must exhaust all administrative remedies before seeking judicial review.
- 19. **Offer Costs:** The District is not liable for any costs incurred by the Bidder in its Offer preparation.
- 20. **Obtaining Bid Documents:** Bid documents may be downloaded from our website at <http://www.roseburg.k12.or.us>. Select Purchasing from the Departments tab, click on “Bidding Opportunities” for bid documents.
- 21. **Bid Results:**
 - a. Bid results are not available by phone.
 - b. Bidders may request tabulations of awarded bids. The charge for bid tabulation is \$ 10.00.
 - c. Bids results may be downloaded for free from our web site <http://www.roseburg.k12.or.us>. Select Purchasing from the Departments tab, click on “Bidding Opportunities” for tabulation results.
 - d. Bids results will be available for viewing within 5 business days after bid opening, large bids may take a few days longer.
- 22. **Use of Brand or Trade Names:** Any brand or trade names used by Douglas County School District No. 4 in bid specifications are for the purpose of describing and establishing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Bidders may submit bids for substantially equivalent products to those designated unless the Invitation to Bid provides that a specific brand is necessary because of compatibility requirements, etc. All such brand substitutions shall be subject to purchaser’s approval.

CONDITIONS and SPECIFICATIONS

INTENT: These Conditions and Specifications are intended to include all costs for lease, maintenance, parts, software, supplies (except paper), delivery, training, and installation of Copiers and Copier Accessories to Douglas County School District No. 4, schools and administrative offices.

QUANTITIES: The quantities given are intended only as a guide. Douglas County School District No. 4 does not obligate itself to purchase the full quantities indicated, even so, the entire amount of any discount offered must be allowed whether or not the purchases are less than the full quantities indicated. Douglas County School District No. 4 requirements may exceed the quantities shown and the successful supplier shall be obligated to fulfill all requirements as shown on the purchase orders whose mailing dates fall within the contract period.

DETERMINATION OF GRADE OR QUALITY: Douglas County School District No. 4 reserves the right to award an item to other than the lowest proposal if, in its judgment, there is sufficient reason to believe that another item is a better grade, quality, or that it will better serve the interests of the district, whether based on product samples, objective test, subjective test, or experience.

EXCEPTIONS: It shall be the responsibility of the supplier to include with their proposal a list and clarification of any deviation from or qualification of the Conditions and Specifications. The list must be attached to the Proposal.

PRICE ADJUSTMENT: All prices quoted are expected to remain firm during the term of the contract. No price adjustments shall be considered.

PIGGYBACKING: Douglas County School District No. 4 may offer, upon request, to any public school district in the State of Oregon and any governmental entity within the state of Oregon, a chance to purchase or lease any and all items on this proposal. The successful supplier is expected to honor all the Terms and Conditions of this Contract for purchase orders from these agencies. Douglas County School District No. 4 assumes no obligation on behalf of any of these organizations.

DAMAGE: The Contractor shall be held responsible for, and shall be required to make good at his own expense, any and all damages done or caused by him or his agent(s) in the execution of this contract.

INSURANCE COVERAGE: The Successful contractor shall provide all required proof of insurance to the Purchasing Department prior to commencing any on-site work. Failure to present the required documents within 10 business days of request may be grounds for project and/or contract cancellation.

WORKERS' COMPENSATION: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Oregon Workers' Compensation coverage that satisfies Oregon law for all their subject workers.

COMMERCIAL GENERAL LIABILITY: Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury coverage, contractual liability coverage for the indemnity provided under this contract, and products/completed operations liability. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable.

AUTOMOBILE LIABILITY: Contractor shall obtain at contractor's expense and keep in effect during the term of the contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall be not less than \$ 1,000,000 or the equivalent.

DELIVERY and INSTALLATION: All items shall be delivered to the site stated and set in place in the proper room(s) located at the site. All items shall be in "ready-to-operate" condition before acceptance by District.

All utility connections shall be the responsibility of the Contractor. Contractor shall be solely responsible for confirming that any proposed equipment will connect to the District's electrical service without new installation, alteration or upgrade.

This installation shall be made with the least possible disruption to school activities. Suitable times must be arranged between Contractor and the Principal of the school site or Board's Project Coordinator.

All equipment must be installed and in "will work" condition by Date to be determined.

MAINTENANCE and REPAIRS: Supplier will make all necessary adjustments and repairs to keep the equipment in good working order. All parts and labor must be covered by on-site service and guaranteed against defective material, workmanship and failure to perform in accordance with the manufacturers' advertised performance criteria. All broken or defective parts will be replaced at no cost including labor and transportation.

Suppliers will respond to service calls within 4 (four) hours of notification of a malfunction by the Owner. On-site warranty service or repairs will be completed within a period of 24 (twenty-four) hours after notification of a malfunction or loaner equipment of equal quality will be furnished. Loaners must have an identical configuration, including installation of District-owned software where applicable, to the equipment replaced. Suppliers will be responsible for service of all products for which they are the selected suppliers.

Warranty Agent, if different from the supplier, must be identified in the proposal. The supplier's and warranty agent's right to assignment is subject to District approval prior to assignment.

END of TERM REQUIREMENTS: Supplier shall be responsible for removal of all equipment at the conclusion of lease term. Supplier shall 'data-wipe' any hard drive and memory from each unit. Supplier will handle all logistics in removal, packing, shipping and/or storage – Douglas County School District No. 4 will not be responsible for pickup, shipping or transportation arrangements, or any charges to return equipment.

PROPOSALS SHALL INCLUDE THE FOLLOWING:

1. **PERIOD OF CONTRACT:** The contract period shall be for a minimum of three years (3) beginning upon notification of acceptance by the Board and remaining in full force and effect until June 30, 2023, unless terminated by the Board. Douglas County School District No. 4 may renew this contract for not more than two (2), one-year terms upon thirty days written notice prior to contract expiration. The term including extensions may not exceed five years.

The term of a municipal lease for equipment shall be determined after review and award of proposals. Current lease expires July 2020.

2. Douglas County School District No. 4 is seeking a "total" solution for its printing, faxing, scanning, and copying needs. Offers must address all four areas of need.
3. Bidders may include with the Form of Proposal, specifications and pricing for additional models or units, features and accessories.
4. Bidders must include a report for their service department personnel. This report shall include the following minimum information:
 - Name
 - Position
 - Years of service
 - Units qualified to service
 - Distance from technician's dispatch point to Roseburg, Oregon
5. Bidder shall provide the following costs for each Copier Segment including base unit and any modification or accessories offered:

- Base Monthly Cost - The Base Monthly Cost shall include all equipment costs, maintenance, parts, and supplies (except paper), unless otherwise indicated in the Proposal.
 - Fixed price per image copied, or number of copies included in Minimum Monthly Commitment with the price per additional image printed more than that number.
 - Provide the above pricing for outright purchase, and lease options of 36 and 48 months.
6. EXCESS COPY RATE: **(Proposals offering a fixed rate per image regardless of volume may disregard the following:)** The Bidder shall provide the "cost per copy" for copies made in excess of the "Total Minimum Monthly Commitment". The "Total Minimum Monthly Commitment" shall be the sum of all leased Units. Douglas County School District No. 4 will not consider offers which create Monthly Minimum commitments determined by individual Units.
 7. Bidder shall provide option for under-utilized copy quantities, by example: unused portion is rolled to the next month or credit is issued at per page rate. In the event that unused copies are simply lost, that shall be clearly expressed in bidder's proposal.
 8. Douglas County School District No. 4 may add (or change) any unit throughout the term of the contract. Such units shall have the same contract ending period as those already utilized. Additional equipment will be billed at a rate to be negotiated and mutually agreed upon at the time.
 9. BILLING PERIOD: Douglas County School District No. 4 shall be invoiced every month. The invoice shall be for the past month's Base Monthly Cost and the past month's Excess Copy Cost divided by location. Invoice shall be accompanied by an Excel spreadsheet (format to be mutually agreed upon).
 10. ALL UNITS SHALL BE NEW, State-of-the-Art and Network Ready (for Windows and Mac OS).
 11. All equipment shall have the ability to be upgraded to support network print, scan to email, fax and network fax functions.
 12. All copiers shall allow for secure printing through use of personal identification number (PIN) or password for confidential documents. This feature shall function from the copier control panel at time of printing.
 13. Copiers, minimally, must be able to print on 20# and 24# bond (100% new and up to 30% recycled content paper) on letter, legal and ledger size stock in adjustable paper trays. Copiers with speeds of 30 pages per minute or more must also print on up to 65# cover, 67# vellum and 110# index stock.
 14. All machines must provide automatic document feed, reduction and enlargement, duplex printing, collating, sorting, and, except for desktop multifunction printers, must be able to staple a minimum of twenty sheets. Machines running 60ppm and faster must provide cover or page insert and hole-punch functions.
 15. Fax modems have been installed in some current copiers to add functionality and better utilize limited space in some locations. Proposal shall include pricing for optional facsimile equipment. Indicate where FAX upgrade is not be available.
 16. Proposals will include pricing for one Segment 5 unit (70ppm minimum) that includes folding, binding, and envelope printing capabilities.
 18. Proposals shall provide pricing that meets, at minimum, equipment that equals the specifications of the current copier fleet. Ideally, vendor will provide pricing for options most often chosen by K-12 schools and school districts.
 19. Proposal shall provide, in a form that clearly identifies each unit by industry segment, including the following information: Segment Identification, Pages Per Minute (PPM), Model Number(s), Price Proposed (See 5., above), Price per Impression (PPI), Minimum Volume Range (MVR), Optimal

Monthly Volume (OMV), Maximum Monthly Volume (MMV), Estimated Service Cycle (ESC). Additional column(s) can be added for information proposer believes beneficial in analysis of the proposal.

20. This proposal seeks pricing for copiers and accessories offering the following industry segments and print speeds:

- **Monochrome Segment 2** **21-30ppm**
- **Monochrome Segment 3** **31-40ppm**
- **Monochrome Segment 4** **41-49ppm**
- **Monochrome Segment 4** **50-59ppm**
- **Monochrome Segment 5** **70-89ppm**
- **Color Segment 2** **21-30ppm**
- **Color Segment 3** **31-40ppm**

If your product line does not include a segment or PPM rate a response of “No Bid” may be entered in its place.

21. Each proposal may include options that provide staff will time savings, security, global access to printing tasks, or other innovations. Stored master files, HID cards and readers, print following, scan to email, scan to fax are just some examples. Proposers may make Alternate Offers that provide the same or similar services delivered in a new or unique way. Any solutions proposed should be included under a separate tab at the end of your submission.
22. Contractor must include their sample contract with their proposal. Changes to sample language received after the proposal deadline will not be considered.
23. Proposer shall submit one (1) bound original and four (4) bound copies of their proposal and one (1) digital copy. Digital format must be saved as a Microsoft Word, Excel, or Adobe PDF file.
24. Bidder shall provide references of five (5) current customers including their:
- Business Name
 - Contact Name
 - Mailing Address
 - Phone Number
 - Email Address
- Douglas County School District No. 4 may contact references during the proposal evaluation.
25. Explain how your team would resolve calls to repair copiers, where the call is the result of what could best be described as “operator error”?
26. What solution(s) can you provide for copiers that repeatedly exceed the maximum monthly service volume prior to the end of the lease period?
27. Describe how toner and other consumables will be supplied during the term of the contract. Will users call in a requesting replacement supplies, or will an automated management system be used that tracks image counts and provides toner ahead of need?
28. Will you employ any “use balancing” during the term of the contract to equalize wear and tear on machines between higher volume and lower volume locations? If so, what will trigger a move and how frequently can moves be made?
29. Based on current volumes, what recommendations do you propose to better serve the end users – staff, volunteers, and students, and reduce service interruptions.

Note: All sites may use multiple units and may appear more than once.

17

	Network installation Power filter
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Central Office (4) Fir Grove Fullerton Hucrest RHS Career Center	BIZHUB C284K ADF Duplex Finisher with stapling Cabinet/stand 2-500 sheet drawers Bypass Network installation Power filter
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Green - Office Eastwood - Library RHS Finley House RHS Athletics	BIZHUB P332K ADF Duplex Fax Network installation
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RHS Media Center Central Office Workroom	BIZHUB CB368K Color ADF, Duplex Cabinet Power Filter Network Installation
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Note: Copier use drops through the summer and winter school vacations -- June, July and the first half of August, and the last half of December.

Copiers Sorted by Service Location

LOCATION	MODEL	TOTAL METER	MONTHLY AVERAGE — BASED ON 38 MONTHS OF SCHOOL IN REGULAR SESSION
Administrative Offices			
AO- Workroom (B&W Images)	CB368K	47,337	1,246
AO – Workroom (Color Images)	CB368K	151,073	3,976
AO-Maintenance	C308K	56,510	1,487
AO-Nutrition/ Technology	C284K	119,742	3,151
AO-Purchasing	C284K	65,491	1,723
AO-Student Services	C284K	195,650	5,149
AO-Teaching/ learning	C284K	365,692	9,623
AO-Workroom	C808K	660,501	17,382
Elementary Schools			
Eastwood (computer lab)	C808K	823,864	21,681
Eastwood (library)	P332K	29,145	767
Eastwood (office)	C364K	203,510	5,356
Eastwood (supply room)	C808K	2,583,904	67,997
Fir Grove (#1)	C808K	2,465,082	64,871
Fir Grove (#2)	C284K	128,073	3,370
Fullerton (workroom #1)	C808K	3,035,569	79,883
Fullerton (workroom #2)	C454K	353,695	9,308
Green (Office)	P332K	14,190	373
Green (#2)	C454K	426,863	11,233
Green (Copy Room)	C808K	2,001,010	52,658

Hucrest (LRC)	C284K	99,716	2,624
Hucrest	C808K	2,905,831	76,469
Hucrest (#1)	C454K	764,299	20,113

Melrose (#1)	C808K	2,185,479	57,513
Melrose (#2)	C454K	428,891	11,287
Melrose (office)	C364K	299,834	7,890

Copiers and Locations Sorted by Device

LOCATION	MODEL	TOTAL METER	MONTHLY AVERAGE -- BASED ON 38 MONTHS OF SCHOOL IN REGULAR SESSION
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Monochrome Copiers

Fir Grove (#2)	C284K	128,073	3,370
Hucrest	C284K	99,716	2,624
RHS (career center)	C284K	81,542	2,146
AO-Purchasing	C284K	65,491	1,723
AO-Student Services	C284K	195,650	5,149
AO-Teaching/ learning	C284K	365,692	9,623
AO-Nutrition/ Technology	C284K	119,742	3,151
Rose - Alt ED/ ACES	C284K	130,697	3,439
AO-Maintenance	C308K	56,510	1,487
Eastwood (office)	C364K	203,510	5,356
Fremont (counseling center)	C364K	248,447	6,538
Joseph Lane (#2)	C364K	233,324	6,140
Melrose (office)	C364K	299,834	7,890
Sunnyslope (office)	C364K	97,284	2,560
Fullerton (workroom #2)	C454K	353,695	9,308
Green (#2)	C454K	426,863	11,233

Hucrest (#1)	C454K	764,299	20,113
Melrose (#2)	C454K	428,891	11,287
RHS (Commons)	C454K	498,297	13,113
RHS (CET/VOTECH staff room)	C454K	390,265	10,270
RHS (fine arts/food)	C454K	1,075,909	28,313
Eastwood (computer lab)	C808K	823,864	21,681
Eastwood (supply room)	C808K	2,583,904	67,997
Fir Grove (#1)	C808K	2,465,082	64,871
Fremont (RM #38)	C808K	2,443,886	64,313
Fremont (front office)	C808K	3,281,072	86,344
Fullerton (workroom #1)	C808K	3,035,569	79,883
Green (copy rm main hall)	C808K	2,001,010	52,658
Hucrest	C808K	2,905,831	76,469
Joseph Lane (#1)	C808K	3,111,232	81,875
Joseph Lane (library)	C808K	2,629,383	69,194
Melrose (#1)	C808K	2,185,479	57,513
RHS (workroom #1)	C808K	2,739,897	72,103
RHS (workroom #2)	C808K	2,390,440	62,906
RHS (science/math)	C808K	2,365,988	62,263
RHS (language arts)	C808K	1,796,736	47,283
RHS (heritage)	C808K	2,307,706	60,729
Sunnyslope (#1)	C808K	2,139,646	56,306
AO-Workroom	C808K	660,501	17,382

Winchester (office)	C808K	1,777,530	46,777
Winchester	C808K	1,324,196	34,847
Eastwood (library)	P332K	29,145	767
Green - Office	P332K	14,190	373
RHS - Athletics Office	P332K	66,048	1,738
RHS - Finley House	P332K	32,813	864

Color Copiers

RHS - Library (B&W Images)	CB368K	144,657	3,807
AO- Workroom (B&W Images)	CB368K	47,337	1,246
RHS - Library (Color Images)	CB368K	266,160	7,004
AO - Workroom (Color Images)	CB368K	151,073	3,976

PROPOSAL EVALUATION

Topic	Evaluation Instructions	Points	Score
Pricing: Basic 36 and 48 lease options and one-time purchase	Vendor price clearly identifies all standard equipment per specification including equipment cost, maintenance, all supplies (excluding paper), and number of copies provided, in a clear, readily identifiable manner. For purposes of this evaluation an average of the following three segments shall be used to determine lowest price: Segment 5 (70-79ppm), Segment 4 (41-49ppm) and Segment 2 (21-30ppm) as shown under the 48 month lease terms.	35 Points	
Pricing: Does price provided reflect equipment as configured in current fleet?	Largest and next largest machines used in most locations use: ADF Duplex, finisher w/staple and punch, cabinet, stand, 2-500 sheet trays, 1-Large capacity tray (2000-3000 sheets), network installed, power filter, and bypass, and are programmed for department or account codes.	30 points.	
Pricing: Clarity of proposal	Does the proposal provide a true and transparent total, out-of-pocket expense, for deploying and operating the new equipment?	5 points.	
Total Solution: Copying, Faxing, Printing and Scanning	Proposal addresses solutions beyond photocopying – basic pricing offers printing, scanning, faxing and connectivity to networked equipment within a workgroup, building, or range of users.	5 Points.	
Service: Response	Service response time at a minimum four hours.	15 points	
Service: Experience	Service team's years of service experience.	10 points	
Service: Parts Availability	Are parts stocked locally, in the service vehicle or must they be ordered from outside Roseburg for most common repairs.	10 points	
Cooperative Procurement	May other agencies take advantage of proposed pricing?	5 points	
Supplementary Programs	Additional programs or features clearly identified in proposal, whether free or at additional cost, that increase the usefulness of the equipment to be provided within the education environment.	30 points	

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Evaluation criteria may be added or modified without notification to proposers and will be solely for the benefit of Roseburg Public Schools in their pursuit of the best solution proposal for their current and/or future needs.

Offer Form — Attachment A

Name of Firm: _____

Address : _____

The undersigned certifies and agrees:

The prices in this Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer relating to (i) those prices (ii) the intention to submit an Offer, or (iii) the methods or factors used to calculate the prices Offered.

The prices in this Offer have not and will not knowingly be disclosed by the Proposer, directly or indirectly, to any other Proposer before the closing unless otherwise authorized by law.

No attempt has been made or will be made by the Proposer, to induce any concern to submit or not to submit an Offer, for the purpose of restricting competition.

If this offer is accepted, to furnish any or all items or services upon which prices are Offered at the price entered on this schedule, delivered at the designated point, within the time specified.

That the person signing this offer is fully authorized to sign on behalf of the provider listed and to fully bind the provider listed to all provisions and clauses thereof.

That the Provider (check one) will _____ / will not _____ extend the terms, conditions and prices to any Participating Agency that intends on establishing a contract awarded to the Provider resulting from this Solicitation.

That the Provider will not discriminate when obtaining any required subcontractors in accordance with ORS 279A.110 (4).

That the Provider acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addenda No.	Date	Addenda no.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Pursuant to ORS 279A.120, Provider (check one) is _____ / is not _____ a resident bidder.

If not, indicate State of residency: _____

Respectfully submitted this _____ day of _____, 20 _____.

Signature: _____

Name (please type or print): _____

Title: _____

Phone: _____ Ext.: _____

Fax: _____

Prices good for: _____ Days (60 minimum)

Delivery time from receipt of order: _____ Days

Email address: _____

Segment	Speed	Model	Price/ Image	Min Volume Range	Optimal Monthly Volume	Max Monthly Volume	Estimated Service Cycle	Notes
			PPI	MVR	OMV	MMV	ESC	
Monochrome Segment 2	21-30ppm							
Monochrome Segment 3	31-40ppm							
Monochrome Segment 4	41-49ppm							
Monochrome Segment 4	50-59ppm							
Monochrome Segment 5	70-89ppm							
Color Segment 2	21-30ppm							
Color Segment 3	31-40ppm							

Segment	Speed	Model	Purchase Price	36 Mo. Lease	39-42 Mo. Lease	48 Mo. Lease	Notes
Monochrome Segment 2	21-30ppm						
Monochrome Segment 3	31-40ppm						
Monochrome Segment 4	41-49ppm						
Monochrome Segment 4	50-59ppm						
Monochrome Segment 5	70-89ppm						
Color Segment 2	21-30ppm						
Color Segment 3	31-40ppm						

Do not rearrange column headings. Responses should follow the format provided above as closely as possible to avoid confusion by the evaluation committee.

