



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 4/8/2025

ID Number: 2990

Title: Multifunctional Copiers Lease

Due Date/Time: May 7, 2025 at 3:00 p.m.e.s.t.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: May 1, 2025 by 4:00 p.m.

Tentative Date of Council Approval: June 2, 2025

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

York County is seeking sealed proposals from qualified firms to provide a photocopier/multifunctional copier solution to serve the County's copying and printing requirements.

It is York County's intent to describe in general terms, the County's requirements in securing a comprehensive photocopier/multifunctional copier solution. All parts, items, details of services or features not specifically mentioned which are regularly provided by the practice in order to complete this type of work/service shall be provided in response to this Request.

Responses to this RFP will be used to determine the relative qualifications of various firms to perform the scope of work and tasks specified. The County is seeking only authorized dealers for proposed services with a minimum of five years of demonstrated expertise that meets the requirements of this RFP.

It is anticipated that an agreement for services will be negotiated and executed between York County and the firm who is determined to best meet the needs of the County.

1.2 Background

York County's current copying services are provided through a Cost-Per-Copy program. The County operates approximately 150+ various size, multi-functional, copy machines strategically located in departments throughout the County. Although the majority of these machines have black print capabilities only, color print capabilities are also included under this program.

Because the County's current cost-per-copy contractual agreement expires in late June 2025, the Procurement and Information Technology Departments are in the process of soliciting the marketplace, through this RFP format, to contract with a qualified firm, who can provide copying services that are, at a minimum, comparable to the County's current cost-per-copy program.

All respondents to this RFP are welcome to propose their firm's version of a cost-per-copy program. Additionally, alternate copy service programs that proposing firms feel would be better and is much more practical, feasible, and/or beneficial to the County's copying needs are also welcomed.

Any alternate and/or all cost-per-copy program proposed shall include all parts, labor, toners, service and maintenance, excluding paper, in the firm's proposed price. York County is not interested in buying or leasing copy machines.

York County currently produces approximately 3,400,000 mono copies and 1,200,000 color copies on an annual basis. However, No Minimum Volumes will be guaranteed.

The successful Offeror shall provide copiers, (Black/White and Color) throughout the York County Government System. The firm shall also furnish, deliver, install, properly train, and maintain new equipment (not used, reconditioned, refurbished, newly remanufactured, nor remanufactured equipment).

1.3 Project Intent

The intent of this Request is to receive a viable and economical photocopier/multifunctional copier solution in support of York County's ever-evolving copying and printing requirements. The proposed solution shall offer the latest in technology and security options.

The County seeks a copier solution that shall guarantee the quoted price for the entire term of the contract on a cost per copy only to include, all equipment, maintenance, and supplies except for paper.

The County anticipates full implementation of the copier program, **by August 15, 2025.**

All proposed digital equipment must be new, unused and of the manufacturer's current production. Remanufactured, or equipment that has been used for demonstration is not acceptable. Only machines designed with the latest technology available will be considered.

1.4 Scope of Work

A copy of the list of copiers to be replaced can be found in **(Exhibit A)**. All quotes shall include all standard and optional equipment or equivalents listed in the specifications. York County reserves the right to adjust the number of copiers and feature options (to include mono/color) based upon the needs of the County.

Equipment Groups/Configuration

All Offerors shall provide brochures and literature and propose copiers with varying features that are suitable to each using department, such as:

- a. Black and White and/or Color Copiers
- b. Scanning capability (i.e., scan to directory, email, etc.)
- c. Faxing capability
- d. Ability to send, queue, and cancel print jobs to copiers
- e. Copy size ranges (11"x17", 8.5"x14", 8.5"x11")
- f. Paper capacity; minimum two (2) 500 capacity adjustable paper trays for all heavy and medium duty copiers.
- g. Additional 8 ½"x11" large capacity tray for heavy duty copiers
- h. Front and back copying
- i. Sorting
- j. Stacking
- k. Collating
- l. Auto feed
- m. Bypass feeder
- n. Reverse document feeding
- o. Image reduction capabilities
- p. Image enlargement capabilities

- q. Latest digital technology
- r. Finishing capability options to include folding, stapling, three-hole punch, and saddle-stitch (please cross reference existing equipment listing in Exhibit A and respond accordingly).
- s. Push button features on the key pad
- t. Ability to use SNMP V3 Only
- u. Ability to use SMB V3 Only
- v. Communication logging such as syslog output to a log collector
- w. Credential lockout after X number of attempts
- x. Ability to disable unused services such as telnet, ftp, etc.
- y. Ability to implement password complexity requirements
- z. Remote support

Implementation & Post Transition Plan

The Offeror must provide a detailed plan for implementing the proposed copier services. This information **MUST** (at a minimum) include:

- Detailed methodology for implementation and post transition at the end of contract term. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Project organization chart showing expectations of County and Offeror.
- Names, titles, resumes, certification credentials, and references of implementers to be assigned to this project.
- The role and responsibility of the firm during delivery, installation, and implementation.
- The role and responsibility of County staff during delivery, installation and implementation, including networking and configuration to local network, electrical receptacles and dedicated line requirements.

Training Plan

The Offeror must provide a detailed plan for training. This information **MUST** (at a minimum) include:

- Overview of proposed training plan/strategy for end-users and IT staff.
- The role and responsibility of the firm in the implementation of the training plan (e.g., delivering training to County end-users).
- The role and responsibility of County staff in the implementation of the training plan.
- Post implementation training

Maintenance and Support Program

The proposal must specify the nature of any post-implementation and on-going support provided by the Offeror including (at a minimum):

- Post-implementation support

- Qualifications and number of technicians that will be assigned to the County for contract term
- Telephone support (e.g., include toll-free support hotline, hours of operation, availability of business hours hotline, etc.).
- Onsite support (including definition of business hours)
- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- Remote management capabilities of all equipment, including copier counts for each copier
- Response time for and definition of various types (levels of severity) of problems reported to the firm (e.g., critical issue response time).
- Problem reporting and resolution procedures.
- All maintenance requirements (including preventive maintenance)
- Average downtime (excluding preventive maintenance) guarantee rate
- Equipment replacement procedures (including replacement parameters)
- Supply Management (delivery methodology/including timeframe)

Reporting

The proposal must specify usage reporting procedures provided by the Offeror including (at a minimum):

- Service history
- Service calls
- Reporting and monitoring capabilities for copier usage/meter readings, and site location identification
- Reporting capabilities in copier identification by serial and dealer identification tags
- Other reporting tools available

Data Security

York County seeks a responsible firm with previous experience and established understanding of all facets of data security. York County also seeks a firm with knowledge of best practices for securing data output from Multi-Functional Printers (MFP's), access of MFP's and printers, and use of security layers while maintaining acceptable levels of convenience and transparency to York County. Firms shall provide a detailed description of any vulnerabilities and risk assessment of their proposed systems. The proposal must specify data security procedures provided by the Offeror including:

- Risk mitigation plan to include assumptions of proposed equipment/services
- Post inventory security measures
- Encryption capabilities

SECTION 2 OTHER REQUIREMENTS

2.1 Delivery and Installation

After a Contract award, the successful firm shall have a maximum of 45 days to make delivery of the initial copiers. The Information Technology (IT) Department and the successful firm shall agree on a specific delivery schedule and installation time frame. The successful firm is expected to work with York County's IT Department and using departments to ensure that the transition period runs

smoothly, and departmental inconvenience is held to an absolute minimum. It is the County's intent to incorporate an implementation schedule for delivery, set up, installation, and configuration to commence on July 1, 2025, with full implementation by August 15, 2025. However, a specific project schedule shall be negotiated with the successful firm within 10 days after receipt of the County's contract notice to proceed.

All deliveries and installations shall be made during the County's normal working hours (Monday-Friday 8a.m. - 5p.m.). Removal of all waste packaging materials and restoration of any damaged areas to its original condition will be the responsibility of the successful firm.

The copiers shall be delivered, assembled, adjusted, and installed, including filled with powders, fluids, etc. and made ready for continuous operation upon set-up. Operation manuals shall be provided at time of installation.

All charges related to delivery, installation, testing, etc., shall be included in the final cost quote. The successful firm is responsible for transportation, installation, setting up, testing, and making fully operable all copiers. No County employee shall be required, or obligated, to help unload, install, or set up, any equipment. However, the County's IT staff shall assist with networking and configuring equipment to the local area network such as scan to file.

2.2 Warranty

The firm shall install copiers that are fully warranted by the manufacturer. Although the County will not own the copiers, they shall be warranted from the date of installation, for a minimum of 90-days verifying that they are free from defects in material and workmanship. If not, the machine(s) shall be replaced without any cost to the County. Any associated costs of warranty should be included in the proposal price.

This warranty is in addition to the general obligations of the successful firm to faithfully perform the Contract requirements. Neither warranty, final payment, nor a provision of the Contract shall relieve the firm of its responsibility for faulty materials, workmanship, design, manufacture, or assembly.

Within the warranty period, if after notice, any equipment fails to perform as required, the County may at its option, have the defects corrected or equipment replaced, at the expense of the firm.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information divided into sections as indicated below. Failure to submit this information will render your Proposal as ineligible for consideration.

SECTION 1: EQUIPMENT GROUPS/CONFIGURATION: Describe proposed photocopier/multifunctional copier solution and provide completed information as referenced in section 1.4 of this document.

SECTION 2: IMPLEMENTATION/TRANSITION & TRAINING: Provide a description of the Offeror's approach to providing the services requested in the Scope of Work outlined in this document, to include deliverables, milestones, and a project schedule.

SECTION 3: MAINTENANCE & SUPPORT: Provide a description of the Offeror's approach to providing the services outlined in section 1.4 of this document.

SECTION 4: REPORTING CAPABILITIES: Provide a description of the Offeror's approach to providing the services outlined in section 1.4 of this document.

SECTION 5: DATA SECURITY PLAN: Provide a description of the Offeror's approach to providing the services outlined in section 1.4 of this document.

SECTION 6: QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to this Request.

Provide at least three (3) references including the name of company and contact information, which the firm has performed services within the past five years that are similar to the requirements of this Request.

SECTION 7: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise relating to this Request. Provide education, certifications, or special training of key staff members who would be assigned to the contract.

COST PROPOSAL (one PDF/copy submitted as a separate attachment or in a separate sealed envelope): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included as attachment. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal, to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be included as an appendix to such proposal.

Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete paper copy and include a digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the GetAll portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If a confirmation email is not received, contact GetAll support at support@getall.com to confirm the submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step-by-step instructions on how to submit a response select Help and then Quick Reference in the GetAll portal.

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed in the Inquiries section of this solicitation, via email and ask pertinent questions regarding the requirements/specifications of this Request. Any inquiry or request for interpretation received five (5)

or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

General questions about this solicitation should be submitted through the [GetAll](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature. The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

The following criteria will be used to evaluate the proposals with the corresponding weight:

Technical Approach: 30%
Qualifications of Firm: 20%
Qualifications of Staff: 20%
Service Capabilities: 15%
Cost Proposal: 15%

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the vendor is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The initial three (3) year term shall be from July 1, 2025 through June 30, 2028. After which the contract will be eligible for two (2) additional one (1) year renewals.

Breach or non-performance of any Contract term may constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.
- b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.
- c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.
- d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process

must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for

damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, the successful firm shall make available to the County, access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

5.15 Non-Collusion Proposal Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Offeror certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Offeror or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/proposal.

5.17 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.18 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.19 Prohibition of Donations and Gratuities

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

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Summary of Total Cost Per Copy Photocopier/Multifunctional Copy Services

Cost Categories	Cost	Explanation/Notes Attach additional sheets, if necessary
Mono Copies (per copy)	\$	
Color Copies (per copy)	\$	
Additional Services		
Implementation Services (delivery, installation, testing)	\$	
Miscellaneous Costs (must specify task and fees)	\$	
	\$	
	\$	
Total Cost	\$	

<u>ALTERNATE SOLUTION</u> Cost Categories (LIST ALL COSTS)		Explanation/Notes Attach additional sheets, if necessary
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Cost	\$	

F: Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- ____ Not Minority Owned
____ African American Male
____ Caucasian Female
____ African American Female
____ Aleut
____ Eskimo
____ East Indian
____ Native American
____ Asian
____ Other (Please Explain)

Acknowledgment of Addendum

If addenda are issued, please acknowledge receipt of addendum below:

Addendum 1____ Addendum 2____

Addendum 3 ____ Addendum 4____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.