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## Protest Decision

**Matter of:** Canon Solutions America, Inc.

**File No.:** 2022-214

**Posting Date:** September 20, 2022

**Contracting Entity:** Division of Procurement Services

**Solicitation No.:** 5400022842

**Description:** STC Print Management Program

### DIGEST

Protest of intended award alleging the procurement file does not contain sufficient information to show the basis of award denied.

### AUTHORITY

Per S.C. Code Ann. § 11-35-4210, the Chief Procurement Officer (CPO) conducted an administrative review of a protest filed by Canon Solutions America, Inc. (Canon). Canon's protest is attached as Exhibit A. This decision is based on materials in the procurement file and applicable law and precedents.

### BACKGROUND

On February 25, 2022, the South Carolina Division of Procurement Services (Division) solicited proposals to provide a print management program for the State. [Exhibit B] DPS issued five amendments to the solicitation, the last on March 22, 2022.<sup>1</sup> [Exhibit C] The solicitation contained five lots described as Product Categories (categories). Per the solicitation, up to five of the highest ranked offerors for each category would be awarded a contract for that category. Offerors could choose which categories they wanted to submit a proposal for.

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<sup>1</sup> DPS issued the fifth amendment as a complete rewrite of the solicitation and any reference to the solicitation in this decision refers to this amendment.

By the deadline for receipt of proposals, Canon had submitted offers for categories one, two, three, and five. Canon did not submit an offer for category four. The Procurement Officer determined that Canon's offers on categories two and five were nonresponsive and did not submit them to the Selection Committee for evaluation. He included his written determination in the procurement file. [Exhibit D] Canon's protest does not challenge the Procurement Officer's determination of nonresponsiveness nor the intended awards of contracts for these two categories. The Selection Committee ranked Canon as one of the top five offerors for category three and the Procurement Officer posted a Notice of Intent to Award a contract to Canon for this category. [Exhibit E] Canon does not challenge the intended awards of contracts for category three. However, the Selection Committee did not rank Canon's offer for category one among the five highest ranked offers. [Exhibit F] Canon challenges this ranking decision.

## DISCUSSION

Canon's protest can be categorized into four grounds of protest as follows:<sup>2</sup>

1. "There is no documentation in the contract file as to the basis of the award, and therefore it could not satisfy an external audit, and furthermore there is no documentation showing the rationale behind the scoring."
2. The Request for Proposals (RFP) provided for seven evaluation subcriteria for the evaluation of the technical proposals, but the ranking determinations only provide scores for five.
3. The RFP listed the seven evaluation subcriteria for the evaluation of the technical proposals in the order of their relative importance but did not provide the relative importance of the numerous elements of six of the seven subcriteria.
4. Some of the evaluator's comments were not applicable to the subcriteria for which the comment was provided.

### 1. Procurement file lacks documentation as to the basis of the award

Canon alleges that the documentation in the file is not sufficient to show the basis of award and therefore not sufficient for audit. Under this ground, Canon further alleges that the file:

- a) lacked a brief written explanation given by each evaluator for the points awarded for each evaluation criteria;
- b) lacked meeting minutes or supporting documents;
- c) lacked documentation explaining consensus scoring for the Selection Committee;
- d) lacked documentation to show that the Selection Committee voting members were present at all meeting.

To support its contention that the alleged lack of documentation requires overturning the intended awards for category one, Canon relies on two decisions recently issued by the Chief Procurement Officer for Information Technology. While a Chief Procurement Officer's decisions may be informative, they are

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<sup>2</sup> Canon's protest is not the most concise. Some enumerated grounds include more than one ground of protest. Other enumerated grounds restate a ground of protest included in another. The grounds set forth here, combine essentially identical grounds into one.

not binding either on the Chief Procurement Officer that issued them or any other Chief Procurement Officer. Moreover, such decisions are only informative to the extent that one interprets them correctly.

Canon places great weight on the allegation that the procurement file lacks sufficient documentation for external audit as required by S.C. Code Ann. §11-35-1530(9). However, in the Matter of Getac Video Solutions, Inc., Case No. 2019-213, one of the CPOIT decisions cited by Canon, the CPOIT stated:

The lack of an auditable evaluation is not a violation of the Procurement Code. In fact, the Panel has “express[ed] doubt that a complaint that the procurement file is not sufficient to satisfy an external audit would be the basis for overturning an award.”  
*Appeal by Intralot, Panel Case 2017-8.*

In the other case cited by Canon, In Re: Worldwide Interactive Network, Inc., Case No. 2022-124, the CPOIT does note the requirement that the “contract file contain the basis on which award is made and must be sufficient to satisfy external audit,” but goes on to state that in that case:

There is **nothing** that would provide any insight into the rationale behind the scoring. Notably, the columns headed “Consensus Rating Comments” and Dissenting Rating Comments” **have no information.**

[emphasis supplied]

The CPO agrees with the CPOIT’s earlier finding that the lack of an auditable procurement file does not by itself provide a basis for overturning an award. Moreover, the CPO finds that the documentation in the procurement file does not support Canon’s contentions. Unlike the case in Worldwide Interactive Network, the file in this case does provide sufficient insight into the rationale behind the scoring; notably, the consensus scoring sheets do contain comments. [Exhibit F] Contrary to the allegations of Canon, the procurement file does contain individual evaluator comments which were incorporated into the consensus evaluation score sheet. [Exhibits F, G, and H]<sup>3</sup> Also contrary to the allegations of Canon, the procurement file does contain meeting minutes sufficient to explain the process. [Exhibit I] Moreover, and contrary to the allegations of Canon, those minutes note that the Procurement Officer provided a sufficient explanation of consensus scoring to the Selection Committee. Finally, and contrary to the allegations of Canon, the procurement file contains documentation that all three of the voting members of the Selection Committee were present at both meetings of the Selection Committee. [Exhibit I and J]

## 2. Ranking determinations only provide scores for five of seven subcriteria

Canon claims that the Selection Committee failed to evaluate in accordance with all the subcriteria provided in the solicitation. Canon is correct that there is no documentation as to how the Selection Committee addressed two of the seven subcriteria for evaluating the technical proposals. Section VI of the solicitation states in part:

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<sup>3</sup> For convenience, Exhibit G only contains the evaluator individual comments for category one.

Offers will be evaluated using only the factors listed below. **Evaluation factors are stated in the relative order of importance with the first factor being the most important. Please note that Item 1 (a) below is weighted more in total than all the other factors and subfactors combined. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.**

## 1. Business Proposal

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## 2. Technical Proposal - Qualifications & Experience

- a) Technical Proposal Technical Requirements (Section IV.1).
- b) Support and Service (Section IV.2).
- c) State UGU references, usage history, reporting requirement, fee compliance, comparable references and Corporate Experience Responses (Section IV.3).
- d) Assessment and Implementation Plan (Section IV.4).
- e) References (Section IV.5).
- f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance.
- g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory).

[emphasis in the original, highlighting supplied]

While the solicitation sets forth seven subcriteria for the criterion “Technical Proposal – Qualifications & Experience,” the consensus evaluation sheet for category one only provides scores and comments for five. There are no scores and comments for the two highlighted subcriteria. However, in his response to the Protest, the Procurement Officer states:

F and G were not scored, but was [sic] reviewed as pass or fail. All proposals were graded the same as pass or fail. All offerors were evaluated the same. So that is why I did not list it in the D&F [Determination & Findings] letter. (F) was list of authorized dealers and (G) was “completed optional solutions” and was listed as non-mandatory in the solicitation. Canon response to dealers/resellers was stated as “Agreed and Understood, Some of the State of South Carolina locations will be supported by a Canon authorized servicing entity to provide break/fix on certain machines.” Additionally, Canon did not provide a list of dealers/resellers as did Ricoh, Xerox, Sharp, Toshiba and Konica Minolta. Canon would not have been benefitted or help if there was a percentage score assigned.

[Exhibit H]

To protest, an offeror must be aggrieved. S.C. Code Ann. §11-35-4210(1)(b). Since these subcriteria were graded pass/fail and Canon received a pass, Canon is not aggrieved. Canon received the exact same rating for these two subcriteria as other offerors even though it submitted less information.

3. The solicitation did not provide the relative importance of the numerous elements under six of seven subcriteria

Canon alleges the file lacked documentation of how the Selection Committee evaluated the various elements of the evaluation subcriteria for the technical proposals and that the solicitation did not provide the relative importance for these elements. As shown in the quote above, subcriteria a through e included references to subsections within Section IV of the solicitation where one could find a description of the elements of each subcriteria. In addition, subcriteria g, evaluated on a pass/fail basis, references subsections within Section VIII where one could find a description of the elements of that subcriteria. Canon complains that those elements described in Sections IV and VIII were not ranked in any order of importance and scored individually.

In support of its argument that this alleged defect necessitates overturning the award, Canon relies on the CPOIT's decision in Getac Video Solutions, Inc. wherein the CPOIT found that:

In evaluating the technical proposals, the evaluators assigned a lump sum score up to 80 points with no indication of the score for each subcategory. There is nothing in the evaluator's comments that would indicate that the subcategory weightings were considered in the allocation of the awarded points. Section 11-35-1530(7) requires:

Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously.

There is nothing in the procurement file to indicate that the evaluators adhered to the published subcategory weightings in developing the bulk points awarded.

Similar to this case, Getac involved a published criterion called "Technical Proposal" with five published subcriteria. The total points available for the criterion "Technical Proposal" was 80 points. The solicitation subdivided the available 80 points among the five subcriteria as follows:

**Technical Proposal:**

The degree, completeness, and suitability of the Offeror's proposed technical solutions to meet or exceed the requirements of this RFP:

Body Worn Camera (10 Points) & In – Car Video System (10 Points) = (20 Total Possible Points)

Video Management System & Storage (20 Points)

Data Security & Service Level Agreements (20 Points)

Implementation Support, and Termination Services (20 Points)

However, the evaluation documents only indicated the total points assigned by the Selection Committee for the criterion "Technical Proposal." Nothing in the procurement file indicated that the Selection Committee evaluated and scored the required subcriteria.

Unlike the case with Getac, the consensus score sheets in this case clearly show that the Selection Committee evaluated and scored subcriteria a through e.<sup>4</sup> [Exhibits F and G] The CPO has already addressed the fact that the Selection Committee evaluated the one remaining subcriterion challenged by Canon, subcriterion g, on a pass/fail basis and Canon is not aggrieved by receiving a pass rating.

The Procurement Code requires that “[p]roposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously.” S.C. Code §11-35-1530(8) The procurement file shows that this is what the Selection Committee did. Nothing in the solicitation stated that the Selection Committee would evaluate and score each element of an evaluated subcriteria independently to derive a ranking for that subcriteria and nothing in the Procurement Code required it.


Finally, to the extent Canon protests that the solicitation did not provide the relative importance of the numerous elements under each subcriteria, Canon’s protest is an untimely protest of something that was obvious at the time the Procurement Officer published the solicitation. The Procurement Officer published the last amendment to this solicitation on March 22, 2022. Canon filed its protest on July 5, 2022, months past the fifteen-day statutory deadline for doing so. S.C. Code Ann. §11-35-4210(1)(a)

4. Some evaluator comments not applicable to the subcriteria for which the comment was provided

Canon’s protest that some evaluator comments were not applicable to the subcriteria for which the comment was provided fails to state a violation of either the Procurement Code or a mandatory requirement of the solicitation. Moreover, it fails to demonstrate any harm to Canon. In short, this item of protest fails to state a claim.

**DECISION**

Based on the foregoing, the CPOC denies Canon’s protest.

  
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John St. C. White, PE  
Chief Procurement Officer for Construction

Columbia, South Carolina

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<sup>4</sup> The record is also clear that these five subcriteria were weighted in order of their relative importance set forth in the solicitation. [*Id.* and Exhibit C]

**STATEMENT OF RIGHT TO FURTHER ADMINISTRATIVE REVIEW**

*Protest Appeal Notice (Revised July 2022)*

The South Carolina Procurement Code, in Section 11-35-4210, subsection 6, states:

(6) Finality of Decision. A decision pursuant to subsection (4) is final and conclusive, unless fraudulent or unless a person adversely affected by the decision requests a further administrative review by the Procurement Review Panel pursuant to Section 11-35-4410(1) within ten days of posting of the decision in accordance with subsection (5). The request for review must be directed to the appropriate chief procurement officer, who shall forward the request to the panel or to the Procurement Review Panel, and must be in writing, setting forth the reasons for disagreement with the decision of the appropriate chief procurement officer. The person also may request a hearing before the Procurement Review Panel. The appropriate chief procurement officer and an affected governmental body shall have the opportunity to participate fully in a later review or appeal, administrative or judicial.

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Copies of the Panel's decisions and other additional information regarding the protest process is available on the internet at the following web site: <http://procurement.sc.gov>

FILING FEE: Pursuant to Proviso 111.1 of the 2022 General Appropriations Act, "[r]equests for administrative review before the South Carolina Procurement Review Panel shall be accompanied by a filing fee of two hundred and fifty dollars (\$250.00), payable to the SC Procurement Review Panel. The panel is authorized to charge the party requesting an administrative review under the South Carolina Code Sections 11-35-4210(6), 11-35-4220(5), 11-35-4230(6) and/or 11-35-4410...Withdrawal of an appeal will result in the filing fee being forfeited to the panel. If a party desiring to file an appeal is unable to pay the filing fee because of financial hardship, the party shall submit a completed Request for Filing Fee Waiver form at the same time the request for review is filed. *[The Request for Filing Fee Waiver form is attached to this Decision.]* If the filing fee is not waived, the party must pay the filing fee within fifteen days of the date of receipt of the order denying waiver of the filing fee. Requests for administrative review will not be accepted unless accompanied by the filing fee or a completed Request for Filing Fee Waiver form at the time of filing." PLEASE MAKE YOUR CHECK PAYABLE TO THE "SC PROCUREMENT REVIEW PANEL."

LEGAL REPRESENTATION: In order to prosecute an appeal before the Panel, business entities organized and registered as corporations, limited liability companies, and limited partnerships must be represented by a lawyer. Failure to obtain counsel will result in dismissal of your appeal. *Protest of Lighting Services*, Case No. 2002-10 (Proc. Rev. Panel Nov. 6, 2002) and *Protest of The Kardon Corporation*, Case No. 2002-13 (Proc. Rev. Panel Jan. 31, 2003); and *Protest of PC&C Enterprises, LLC*, Case No. 2012-1 (Proc. Rev. Panel April 2, 2012). However, individuals and those operating as an individual doing business under a trade name may proceed without counsel, if desired.

**South Carolina Procurement Review Panel  
Request for Filing Fee Waiver  
1105 Pendleton Street, Suite 209, Columbia, SC 29201**

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\_\_\_\_\_  
Name of Requestor

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Business Phone

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1. What is your/your company's monthly income? \_\_\_\_\_

2. What are your/your company's monthly expenses? \_\_\_\_\_

3. List any other circumstances which you think affect your/your company's ability to pay the filing fee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the best of my knowledge, the information above is true and accurate. I have made no attempt to misrepresent my/my company's financial condition. I hereby request that the filing fee for requesting administrative review be waived.

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public of South Carolina

\_\_\_\_\_  
Requestor/Appellant

My Commission expires: \_\_\_\_\_

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For official use only: \_\_\_\_\_ Fee Waived \_\_\_\_\_ Waiver Denied

\_\_\_\_\_  
Chairman or Vice Chairman, SC Procurement Review Panel

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
Columbia, South Carolina

**NOTE: If your filing fee request is denied, you will be expected to pay the filing fee within fifteen (15) days of the date of receipt of the order denying the waiver.**



# Exhibit A



CANON SOLUTIONS AMERICA

Anthony J. Marino  
Vice President, Legal  
Canon Solutions America, Inc.

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(860) 257-2044  
antmarino@csa.canon.com

July 5, 2022

VIA Email - [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov)

Mr. Michael Spicer  
Chief Procurement Officer  
Information Technology Management Officer  
1201 Main Street, Suite 600,  
Columbia, SC 29201

Re: Protest of Solicitation #5400022842; STC PRINT MANAGEMENT PROGRAM;  
Statewide Term Contract (the "Solicitation" or "RFP")

Dear Mr. Spicer,

Canon Solutions America, Inc. ("CSA") submits this protest in accordance with Section 11-35-4210 of the South Carolina Consolidated Procurement Code ("Protest Statute") to contest the State of South Carolina State Fiscal Accountability Authority, Procurement Services Office's (the "State") award of contracts under the Solicitation as set forth in the six (6) June 20, 2022 notices of Intent to Award (the "Protest" or "Protesting"). This Protest is based on the State not complying with the laws and regulations governing this Solicitation, the requirements of the Solicitation, and that its scoring was confusing, arbitrary and capricious.

## A. Procedural Background.

CSA is an offeror under the Solicitation, filed its intent to protest on June 28, 2022 as required by the Protest Statute, and is timely filing this Protest. On June 21, 2022 CSA emailed a request to Randy Barr, Sr., CPPO for access to public records pursuant to SC Code Section 11-35-410, et seq., and the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. (the "FOIA Request") attached hereto as **Exhibit A**. CSA requested to review any and all documents (in either hard copy or electronic format) connected with such Solicitation under the Procurement Code and the Freedom of Information Act, with respect to the following awardees: Ricoh USA Inc, Sharp Electronics Corporation, Pollock Financial Services, Xerox Corporation, and Toshiba America Business Solutions, including, but not limited to each of the such awardees' responses (inclusive of pricing proposals), any and documentation incidental to proposed contractual arrangements, including those used for contract negotiations, between such awardees and your office. **Additionally, and not limiting the foregoing, we request to review the scoring or tabulation sheets and formulas used by your office, in evaluating and comparing all responses to the Solicitation, including any documents between your office and the scorers, or between scorers, pertaining to such evaluation and the awards (emphasis added).**

Over the next several days, Mr. Barr provided documentation on each of the awardees and the scoring process. CSA is proceeding with this Protest in reliance that the State provided all documents requested under the FOIA Request in accordance with applicable laws and regulations.

B. Applicable Law.

When the State considers competitive sealed proposals, the SC Code of Laws requires the following:

SC Code of Laws. SECTION 11-35-1530. Competitive sealed proposals. **(emphasis added)**

(7) Selection and Ranking. **Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously.** Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the State, **considering only the evaluation factors stated in the request for proposals.**

(9) Award. **Award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors set forth in the request for proposals,** unless the procurement officer determines to utilize one of the options provided in Section 11-35-1530(8). **The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit.** Procedures and requirements for the notification of intent to award the contract must be the same as those provided in Section 11-35-1520(10).

Under the case law, when the State fails to adhere to evaluation requirements, a timely protest must be granted and the award thrown out. For example, in *In Re: Getac Video Solutions, Inc. ("GVS")*, Case No.: 2019-213, an administrative review pursuant to S.C. Code Ann. §11-35-4210(4), GVS, the offeror alleged the Procuring Agency failed to correctly award points based upon subcategories. The request for proposal did provide points by subcategories. However the evaluators issued one lump score with no indication of the score for each subcategory. The CPO held that "Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously. There is nothing in the procurement file to indicate that the evaluators adhered to the published subcategory weightings in developing the bulk points awarded. Given that (1) the solicitation published subcategories that were to be scored and (2) the score sheets failed to include scoring for those subcategories, it is impossible to tell whether each evaluator's scores had a rational basis. The award of bulk scores, without subcategory scoring that indicate compliance with § 11-35- 1530(7), leaves open the question of an arbitrary or capricious award or evaluator bias. This issue of protest is granted".

*In Re: Worldwide Interactive Network's ("WIN")* Case No.: 2022-124; an administrative review pursuant to S.C. Code Ann. §11-35-4210(4), the offeror alleged that the means and methods by which the evaluation process was conducted and award determination made was arbitrary and capricious and in violation of the Procurement Code. The CPO held that, while "[n]either the Code nor Regulations prescribe a particular evaluation methodology", "the Code does require that the contract file contain the basis on which the award is made and must be sufficient to satisfy external audit. S.C. Code § 11-35-1530(10). WIN also protests that the evaluation panel considered evaluation criteria not published in the solicitation. Four evaluation criteria were published in the solicitation. The evaluation score sheet provides a number of subfactors for each published factor and provides the evaluation committee the opportunity to score and comment on each subfactor. These subfactors were considered in the evaluation but not published in the solicitation. Section 11-35-1530(9) requires that "The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP." Given WIN was not provided documentation that would explain how the evaluation was conducted using consensus scoring and that the award of the contract must be made on the basis of evaluation factors that must be stated in the RFP, WIN's protest that the evaluation was flawed is granted.

C. Solicitation Sections, and Documents provided under FOIA Request (**emphasis added**).

Section VI on page 60 of Amendment 5 (“RFP Evaluation Factors”) issued March 22, 2022 to the Solicitation EVALUATION FACTORS -- PROPOSALS (MODIFIED) provides:

**Offers will be evaluated using only the factors listed below. Evaluation factors are stated in the relative order of importance with the first factor being the most important.** Please note that Item 1 (a) below is weighted more in total than all the other factors and subfactors combined. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Business Proposal

- a) Response to all cost-related items, point-by-point, in Section VIII, including completion of Schedules A1, A2, B, C1 and C2, you elect to participate in (Product Categories 1 through 5), in accordance with instructions.
- b) Completed Cost of Conversion, Value-Added Services (Section IV.6) (for the initial 5 year term of the contract) (Section VIII, Section VIII.13).

2. Technical Proposal - Qualifications & Experience

- a) Technical Proposal Technical Requirements (Section IV.1).
- b) Support and Service (Section IV.2).
- c) State UGU references, usage history, reporting requirement, fee compliance, comparable references and Corporate Experience Responses (Section IV.3).
- d) Assessment and Implementation Plan (Section IV.4).
- e) References (Section IV.5).
- f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance.**
- g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory).**

The “Instructions to the Evaluation Panel” dated February 24, 2022 (“Instructions”) provide a URL link to the Solicitation and further state:

3. Evaluation — **Your responsibility is to provide an impartial, unbiased evaluation of each and every proposal according to the evaluation criteria contained in the RFP.** The evaluation panel may meet for the purpose of discussions prior to finalizing scores and making an award. All scoring panel members must attend all meetings of the evaluation committee. We will be conducting consensus scoring for this RFP.

4. Rating Structure — **The evaluation points for each award criteria are as indicated on the evaluation spread sheet.**

7. Documentation of Scoring — **Consensus scoring will be done by the panel. For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer’s file and subject to public review under the Freedom of Information Act.** In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. **All comments and explanations will be documented and inputted by the Procurement Officer on the Master score sheet.**

The “Written Determination” issued by Mr. Barr and dated June 24, 2022 (“Determination”) provides:

Evaluation Criteria:

**Offers will be evaluated using only the factors listed below. Evaluation factors are stated in the relative order of importance with the first factor being the most important.** Please note that Item 1 (a) below is

weighted more in total than all the other factors and subfactors combined. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Business Proposal

a) Response to all cost-related items, point-by-point, in Section VIII, including completion of Schedules A1, A2, B, C1 and C2, you elect to participate in (Product Categories 1 through 5), in accordance with instructions. 55%

b) Completed Cost of Conversion, Value-Added Services (Section IV.6) (for the initial 5 year term of the contract) (Section VIII, Section VIII.13). 10%

2. Technical Proposal - Qualifications & Experience

a) Technical Proposal Technical Requirements (Section IV.1). 10%

b) Support and Service (Section IV.2). 10%

c) State UGU references, usage history, reporting requirement, fee compliance, comparable references, and Corporate Experience Responses (Section IV.3). 5%

d) Assessment and Implementation Plan (Section IV.4). 5%

e) References (Section IV.5). 5%

**f) [Missing - Was in Section VI on page 60 of Amendment 5 -see above]**

**g) [Missing - Was in Section VI on page 60 of Amendment 5-see above]**

D. CSA provides the following analysis in support of its Protest.

1. The Instructions state: **7. For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer's file and subject to public review under the Freedom of Information Act.** But no such explanations are available. In his email dated Jun 29, 2022, Mr. Barr wrote: "The notes are consolidated in the score sheet I sent you. Those were the panels notes". (**See Exhibit B**). So the few notes set forth in the boxes on the score sheet provided by Mr. Barr ("Score Sheets") are the written explanations of all evaluation criteria of 3 voting evaluators and possibly the 2 non-voting evaluators (**See Exhibit C**). Additionally, the Written Determination references a Panel Charging meeting on April 22, 2022, and a Scoring Meeting on May 4, 2022 "where all ten (10) proposals were reviewed in detail and each evaluator presented their subjective opinion and scores and then a consensus score was arrived at for each offer after the review and discussions." Again, no meeting minutes or other supporting documents are available.
2. The RFP Evaluation Factors did not contain the actual weight % of each evaluation factors, just that they were stated in the relative order of importance with the first factor being the most important. But the RFP Evaluation Factors included seven (7) factors (a-g), and the Determination only included five (5) factors (a-e). The Determination did not include (f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance and (g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory). Since (g) Section VIII was included in criteria 1(a), and (f) history, reporting requirements, fee compliance were addressed in other sections of the Solicitation, how were they evaluated? Did they have any importance? Were they included in the evaluation of such other sections, or as part of the evaluation at all? (See WIN, page 11) The lack of documentation makes it impossible to conclude the State properly evaluated the required criteria, and instead raises the specter of an arbitrary result.
3. There is no explanation of "consensus scoring" that was provided to the evaluators nor the offerors. The term "consensus scoring" only appeared in Section 7 of the Instructions without explanation. Further, the State has yet to show CSA that all evaluators required for "consensus" were present at every session as required by its RFP evaluation rules.

4. The RFP Evaluation criterion identify the criteria as “Refer to Section X”. The criteria require the following elements: IV.1 - 26 subsections, IV.2 - 10 subsections, IV.3 – 9 subsections, IV.4 – 6 subsections, IV.5 – 3 subsections and IV.6 – 3 subsections. But the Score Sheet evaluation factors included only up to four (4) elements:

TECHNICAL REQUIREMENTS (Weight = 10%)--REFER TO SECTION IV.1 OF PROPOSAL. A. Number and severity of proposed model specification deviations. B. Network compatibility, data encryption and network security. C. Environmental sustainability. D. Secure/follow-me printing.
SUPPORT AND SERVICE SPECIFICATIONS (Weight=10%)--REFER TO SECTION IV.2 OF PROPOSAL. A. Number and severity of Section III.15 through III.41 Scope of Work deviations. B. Will proactive PMs be performed? C. Warehouse proximity. D. Billing and service reporting samples.
CORPORATE EXPERIENCE (Weight = 5%)--REFER TO SECTION IV.3 OF PROPOSAL. A. Number of technicians and number of units in the State. B. Completeness of manufacturer letter. C. Description of roles and responsibilities. D. Founding date and legal trade status.
ASSESSMENT/IMPLEMENTATION PLAN (Weight - 5%)--REFER TO SECTION IV.4 OF PROPOSAL. A. Detailed work plan with proposed dates included for this project. B. Staffing information. C. Back-up personnel plan. D. IT support plan.
REFERENCES (Weight - 5%)--REFER TO SECTION IV.5 OF PROPOSAL. A. Completeness of reference detail provided. B. Variety of current State Agency/UGU references provided.
VALUE-ADDED SERVICES AND ALTERNATE PROPOSALS (Weight = 10%)--REFER TO SECTION IV.6 OF PROPOSAL. A. How much of the \$11.5 million in conversion costs were provided and is the State responsible for financing these monies? B. Are there any other alternate proposals provided? C. Are any other value-added elements included?
PRICING PROPOSAL (Weight = 55%)--REFER TO SECTION VIII AND ALL PRICING SCHEDULE RESPONSES. A. Ranking of all Total Cost of Usage costs from Row 27 of Pricing Schedule A1 compared to those of other vendors. B. Completeness of Pricing Schedules A1, A2 and B. C. Is pricing firm? D. Are there any extra costs not included in the Pricing Schedules A1, A2 and B?

Of all of the elements in the RFP, which ones were used to evaluate each criteria? It cannot be determined from the Score Sheet, and there are no other documents available. The RFP Evaluation Factors state: “Offers will be evaluated using only the factors listed below. Evaluation factors are stated in the relative order of importance with the first factor being the most important.” So of the twenty six (26) elements in V1.1, which ones were evaluated, and are all or some of them more important than those that were not evaluated or the ten (10) elements in IV.2, and so on?

5. To add additional confusion, a review of the Score Sheet for Product Category 1 shows that some of the evaluator’s comments were not applicable to the criteria for which the comment is being provided. For example:

<u>Criteria</u>	<u>Evaluator Comment</u>
Technical Requirements (Refer to IV.1)	Xerox Comment -Lemon clause [Found in III.18].
Support and Services Specifications (Refer to IV.2)	Pollack Comments - Excellent ECO products [Found in IV.1]. 80 Employees in State with 36 technicians [Found in IV.3]. Ricoh Comments - 200+ employees in state [Found in IV.3]. Can service all counties using company offices and dealer network, [Found in IV.3]. Xerox Comment - 40+ service resources [Found in Exec. Summary].
Assessment/Implementation (Refer to IV.4)	Xerox Comment - 40+ service resources [Found in Exec. Summary and in IV.2.9]
Value Added Services (Refer to IV.6)	Xerox Comment: Training for all levels of personnel, on-site days [Found in IV.4.5]. Lemon clause [Found in III.18].
Pricing Proposal (55%)	There are no comments. How was completeness, firm pricing; and extra costs addressed.

6. CSA’s protest aligns strongly with past protests granted under South Carolina case law. As with the GVS case, there is nothing in this procurement file to indicate that the evaluators complied with the RFP Evaluation Factors. In fact, there were 2 less evaluation factors in the Score Sheet and the Determination than in the RFP Evaluation Factors, and neither Score Sheet nor the Determination listed all the subcategories, but instead provided only 4 summary elements. Additionally, GVS states that the contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. (Section 11-35- 1530(9)). There is no documentation in the contract file as to the basis of the award, and therefore it could not satisfy an external audit.

Likewise, as in the WIN case, CSA was not provided documentation that would explain how the evaluation was conducted using consensus scoring. Additionally, there are no documents which explain consensus scoring for the evaluators. The only documentation pertaining to actual scoring in the record is the spreadsheet (**Exhibit C**) which contains only short comments, not identified by evaluators, which include the mistakes set forth in Section 5 above. There is nothing that would provide any insight into the rationale behind the scoring.

Again, there is no documentation as to the basis of the award, and therefore it could not satisfy an external audit, and furthermore there is no documentation showing the rationale behind the scoring.

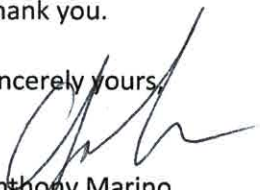
E. Conclusion:

CSA submits that the above facts and law shows the scoring was arbitrary and capricious, and that the State did not comply with the laws and regulations governing this Solicitation nor the requirements of the Solicitation. Given all this, and the confusion in the scoring process, CSA requests that the scoring provision and applicable documentation be corrected and reissued, and that the offerors be permitted to resubmit proposals based on same.

Please contact me with any questions or concerns.

Thank you.

Sincerely yours,



Anthony Marino  
Vice President, Legal

Attachments:      Exhibit A – FOIA Request  
                         Exhibit B - June 29, 2022 , Barr Email.  
                         Exhibit C – Completed Score Sheet provided by Barr (See Excel File: “Final Print Output Device Vendor Proposal Analysis Tools May 5<sup>th</sup> 2022” which is included in the email).

## Exhibit A

**From:** Scott A. Michael <[smichael@csa.canon.com](mailto:smichael@csa.canon.com)>  
**Sent:** Tuesday, June 21, 2022 4:15 PM  
**To:** Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)>  
**Cc:** Spicer, Michael <[mspicer@mmo.sc.gov](mailto:mspicer@mmo.sc.gov)>; Singleton, Delbert <[delbert@oed.sc.gov](mailto:delbert@oed.sc.gov)>; Nedim Besagic <[nbesagic@csa.canon.com](mailto:nbesagic@csa.canon.com)>; Jeffrey H Van Tiem <[jvantiem@csa.canon.com](mailto:jvantiem@csa.canon.com)>  
**Subject:** [External] Canon FOIA Request

Randy Barr, Sr., CPPO  
[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)  
SFAA, Div. of Procurement Services, ITMO  
1201 Main Street, Suite 600  
Columbia SC 29201

Re: Solicitation #5400022842; STC PRINT MANAGEMENT PROGRAM; Statewide Term Contract

Dear Mr. Barr,

This is a request for access to the public records listed below pursuant to the South Carolina Consolidated Procurement Code, SC Code 11-35-410, et seq., and the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. In connection with Solicitation #5400022842, we would like to review any and all documents (in either hard copy or electronic format) connected with such Solicitation #5400022842, permitted under the Procurement Code and the Freedom of Information Act, with respect to the following awardees: Ricoh USA Inc, Sharp Electronics Corporation, Pollock Financial Services, Xerox Corporation, and Toshiba America Business Solutions, including, but not limited to each of the such awardees responses (inclusive of pricing proposals), any and all documentation incidental to proposed contractual arrangements, including those used for contract negotiations, between such awardees and your office. Additionally, and not limiting the foregoing, we request to review the scoring or tabulation sheets and formulas used by your office, in evaluating and comparing all responses to the Solicitation, including any documents between your office and the scorers, or between scorers, pertaining to such evaluation and the awards.

We are requesting that that the information and documentation be provided electronically to the sender of this email. However, if that is not possible, please inform us of the time and date such information will be made available for inspection by reply to this email. We look forward to hearing from you and making such documents available within the 5 day time limit set by the law.

Sincerely,



**Scott A. Michael**  
Major Account Executive

Canon Solutions America, Inc.  
1320 Main Street, Suite 300, Columbia, SC 29201  
[www.csa.canon.com](http://www.csa.canon.com)  
[smichael@csa.canon.com](mailto:smichael@csa.canon.com)  
T 803.796.4849



## Exhibit B

**From:** Canon SC <[canon.southcarolina@gmail.com](mailto:canon.southcarolina@gmail.com)>  
**Sent:** Friday, July 1, 2022 4:39 PM  
**To:** Scott A. Michael <[smichael@csa.canon.com](mailto:smichael@csa.canon.com)>  
**Subject:** Re: [External] Re: Discussion Letters

**Email was not sent from a Canon Network!**

On Wed, Jun 29, 2022 at 11:59 AM Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)> wrote:

The notes are consolidated in the score sheet I sent you. Those were the panels notes.

*Randy Barr, Sr.*

Randy Barr, Sr., CPPO | Procurement Manager – Team Lead Information Technology |  
State Term Contracting Team Office of State Procurement | Division of Procurement Services  
| SC State Fiscal *Accountability* Authority  
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 896 – 5232 | [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)



**From:** Canon SC <[canon.southcarolina@gmail.com](mailto:canon.southcarolina@gmail.com)>  
**Sent:** Wednesday, June 29, 2022 11:56 AM  
**To:** Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)>  
**Subject:** [External] Re: Discussion Letters

Hello Randy,

Here is the information from my legal side:

Scott, section 7 of the instructions to the evaluation panel provides:

Documentation of Scoring — Consensus scoring will be done by the panel. **For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer's file and subject to public review under the Freedom of Information Act.** In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. All comments and explanations will be documented and inputted by the Procurement Officer on the Master score sheet.

We only received the excel spreadsheet with one comment in each box, correct?

Can you also send the Toshiba item?

# South Carolina Business Opportunities

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Published by Division of Procurement Services - Delbert H. Singleton, Jr., Division Director

**Ad Category:** Information Technology

**Ad Start Date:** February 25, 2022

**Title:** STC PRINT MANAGEMENT PROGRAM

**Purchasing Agent/Entity:** SFAA Procurement Services

**Bid/Submittal Due Date:** March 25, 2022 - 11:00am

**Description:**

STC PRINT MANAGEMENT PROGRAM

**Solicitation #:** 5400022842

**Direct Inquiries To:** RANDY BARR

**Buyer Phone#:** 803-896-5232

**Buyer Email:** rbarr@mmo.sc.gov

**Pre-Bid Information:**

Pre Bid Conference: 03/04/2022 10:00 AM VIA MICROSOFT TEAMS ONLY


**Full Details / Download:** <http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitnumber=5400022842>

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South Carolina Business Opportunities • SCBO Team • 1201 Main Street, Suite 600 • Columbia, SC 29201  
803-737-0600 • [scbo@mmo.sc.gov](mailto:scbo@mmo.sc.gov) • <https://scbo.sc.gov> • <https://procurement.sc.gov>



# Exhibit C

	<p><b>State of South Carolina</b></p> <p><b>REQUEST FOR PROPOSAL</b></p> <p><b>AMENDMENT 5</b></p>	<p>Solicitation: <b>5400022842</b>          Date Issued: <b>March 22, 2022</b>          Procurement Officer: <b>RANDY BARR, SR, CPPO</b>          E-Mail Address: <a href="mailto:rbarr@mmo.sc.gov">rbarr@mmo.sc.gov</a>          Phone Number: <b>803-896-5232</b>          Mailing Address: <b>SFAA, Div. of Procurement Services, ITMO</b>  <b>1201 Main Street, Suite 600</b>  <b>Columbia SC 29201</b></p>
---	--	---

DESCRIPTION: **STC - PRINT MANAGMENT PROGRAM**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

SUBMIT YOUR PROPOSAL ON-LINE AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

**SUBMIT PROPOSAL BY (Opening Date/Time) 03/25/2022, 11:00 AM EST** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **03/04/2022, 5:00 PM EST** (See "Questions From Offerors" provision)

**DOCUMENTS TO BE SUBMITTED:** Submit the following **REQUIRED** documents (attached under **NOTES** tab of the on-line bid form) labeled and **inclusive of all the information requested for that portion of the proposal in PDF format:**

One document marked "Technical Proposal-Original"

One document marked "Business Proposal-Original"

(See Online Bidding Instructions in Section II.B.)

One each of the above documents marked "Technical Proposal-Redacted" and "Business Proposal-Redacted"

(See "Submitting Redacted Offers" provision Section IV., "Submitting Confidential Information" Section II.A., & "Electronic Copies-Required Media & Format" provision Section II.B.)

<p><del>CONFERENCE TYPE: Pre Bid Conference</del>  <del>DATE &amp; TIME: 03/04/2022 10:00 AM</del></p> <p><small>(As appropriate, see "Conferences - Pre-Bid/Proposal" &amp; "Site Visit" provisions)</small></p>	<p><b>LOCATION: VIA MICROSOFT TEAMS- ONLY!!!</b></p>
---	--

<p><b>AWARD &amp; AMENDMENTS</b></p>	<p>Award will be posted on <b>05/23/2022</b>. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <a href="http://www.procurement.sc.gov">http://www.procurement.sc.gov</a></p>
--------------------------------------	--

You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of **ninety (90) calendar days** after the Opening Date. (See "Signing Your Offer" provision.)

<p><b>NAME OF OFFEROR</b></p> <p><small>(full legal name of business submitting the offer)</small></p>	<p>Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.</p>
<p><b>AUTHORIZED SIGNATURE</b></p> <p><small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small></p>	<p><b>DATE SIGNED</b></p>
<p><b>TITLE</b></p> <p><small>(business title of person signing above)</small></p>	<p><b>STATE VENDOR NO.</b></p> <p><small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small></p>
<p><b>PRINTED NAME</b></p> <p><small>(printed name of person signing above)</small></p>	<p><b>STATE OF INCORPORATION</b></p> <p><small>(If you are a corporation, identify the state of incorporation.)</small></p>

**OFFEROR'S TYPE OF ENTITY: (Check one)** (See "Signing Your Offer" provision.)

Sole Proprietorship  
  Partnership  
  Other \_\_\_\_\_  
 Corporate entity (not tax-exempt)  
  Corporation (tax-exempt)  
  Government entity (federal, state, or local)

**PAGE TWO**

**(Return Page Two with Your Offer)**

<p><b>HOME OFFICE ADDRESS</b> (Address for offeror's home office / principal place of business)</p>          	<p><b>NOTICE ADDRESS</b> (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)</p>          <p align="right">_____ Area Code - Number - Extension Facsimile</p> <p align="right">_____ E-mail Address</p>
---	---

<p><b>PAYMENT ADDRESS</b> (Address to which payments will be sent.) (See "Payment" clause)</p>          <p>____ Payment Address same as Home Office Address ____ Payment Address same as Notice Address <b>(check only one)</b></p>	<p><b>ORDER ADDRESS</b> (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)</p>          <p>____ Order Address same as Home Office Address ____ Order Address same as Notice Address <b>(check only one)</b></p>
---	--

**ACKNOWLEDGMENT OF AMENDMENTS**

Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date	Amendment No.	Amendment Issue Date

<p><b>DISCOUNT FOR PROMPT PAYMENT</b> (See "Discount for Prompt Payment" clause)</p>	<p>10 Calendar Days (%)</p>	<p>20 Calendar Days (%)</p>	<p>30 Calendar Days (%)</p>	<p>_____ Calendar Days (%)</p>
--	-----------------------------	-----------------------------	-----------------------------	--------------------------------

**PREFERENCES - A NOTICE TO VENDORS (SEP. 2009):** On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at [www.procurement.sc.gov/preferences](http://www.procurement.sc.gov/preferences). ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)] **PREFERENCES DO NOT APPLY**

**PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE:** Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)). **PREFERENCES DO NOT APPLY**

\_\_\_\_ In-State Office Address same as Home Office Address    \_\_\_\_ In-State Office Address same as Notice Address **(check only one)**

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**IMPORTANT NOTICE:** In order to make the solicitation document easier to read, the state has opted to issue a completely new document. This approach has been selected in an effort to ensure the clarity of the contract documents during both the “Pre-Award” and “Post Award” phases of this procurement. Prospective bidders should discard the original solicitation document and use this document when preparing their on-line bids.

In an effort to assist your review of the amendment, we have endeavored to highlight changes in yellow. To use this feature, offerors will need to view the electronic version of this document.

Despite our best efforts, there is a chance that a change was inadvertently left unhighlighted. Therefore, offerors are cautioned that they are responsible to review the content of the entire document and cannot rely detrimentally on highlights identifying all changes.

## I. SCOPE OF SOLICITATION

### ACQUIRE SERVICES and SUPPLIES / EQUIPMENT (MODIFIED)

The purpose of this solicitation is to acquire services and supplies or equipment complying with the enclosed description and/or specifications and conditions. [01-1005-1]

The State of South Carolina State Fiscal Accountability Authority (Authority), Procurement Services Office (State), has issued this Request for Proposals in consultation and cooperation with Recovery Analytics Solutions, LLC, (RAS). The contracts awarded will be for an initial term of five (5) years with the option for two (2) additional one (1) year periods for renewal (a total potential contract duration of seven (7) years). Offers will be accepted for one or more complete Product Categories.

**Up to five (5) awards MAY be made within each of five Product Categories to the Highest ranked offeror. However no more than one award will be made per offeror designated manufacturer within each product category. A reseller/dealer MUST offer a single manufacturer per product category.**

It is the intent of the State to offer contract users a variety of manufacturers/products to choose from to meet their needs. To accomplish same, the State will not award multiple contracts to the same manufacturer within a Product Category. (Example: multiple dealers offering the same manufacturer will not severally be awarded contracts within a Product Category). Should the same manufacturer be included more than once in the highest ranked offerors, the State will award to the highest ranked Offeror for that manufacturer.

Product Category	Description
1.	Copier/Multifunction Devices (hereinafter “Copier/MFDs”)
2.	Network Printers
3.	Wide-Format Printers
4.	Digital Duplicators
5.	Scanners

RAS has assisted the State with developing a cost reduction Print Management Program based upon their industry and market knowledge and expertise. RAS will continue to assist the State and UGUs with implementation of the cost reduction initiative. UGUs will procure equipment under the contracts to purchase, lease or rent for 60 months. UGUs will enter the program according to their need and



timeframe throughout the maximum contract period.

There are 201 state agencies and 35 public institutions of higher education that are required by the State Code of Laws to participate in Statewide Term Contracts. In addition, there are 46 counties, each with one or more K-12 school districts, and 249 municipalities and towns that are eligible to participate. All of these entities make up the collective community of using government units (UGUs) that are eligible and utilize Statewide Term contracts.

Offerors must be qualified by their respective original equipment manufacturers to provide all devices and services under respective Product Categories. Offerors must also have the capacity to serve all UGUs within the State of South Carolina, directly, and/or through an approved and authorized dealer/reseller network. All orders, invoices, payments, performance, activity reports and administrative fee payments shall be the sole responsibility of the awarded contractor.

The contractor will provide equipment specified in a Product Category and the related applicable services. Services will include options for maintenance, whether for a direct purchase, a lease through the State's IT Equipment Lease contract, all-inclusive Rental program options or a managed print service/fleet agreement. Software that is incidental to the operation of the equipment shall be included. Software that enhances the operation of the equipment may be proposed for consideration. When not specifically covered by a maintenance, all-inclusive Rental program or managed print agreement, related supplies and parts may be purchased under the contract. Products covered by existing Statewide Term Contracts, such as paper and toner, are excluded from the contract.

#### **MAXIMUM CONTRACT PERIOD - ESTIMATED (JAN 2006)**

**Start date: 06/02/2022 End date: 06/01/2029.** Dates provided are estimates only. Any resulting contract will begin on the date specified in the notice of award. See clause entitled "Term of Contract - Effective Date/Initial Contract Period". [01-1040-1]

**The initial contract term shall be for five years (5) years with (2) additional one-year renewal options for a total potential maximum contract of seven (7) years...**

## II. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS

### DEFINITIONS, CAPITALIZATION, AND HEADINGS (DEC 2015)

CLAUSE HEADINGS USED IN THIS SOLICITATION ARE FOR CONVENIENCE ONLY AND SHALL NOT BE USED TO CONSTRUE MEANING OR INTENT. EVEN IF NOT CAPITALIZED, THE FOLLOWING DEFINITIONS ARE APPLICABLE TO ALL PARTS OF THE SOLICITATION, UNLESS EXPRESSLY PROVIDED OTHERWISE.

AMENDMENT means a document issued to supplement the original solicitation document.

AUTHORITY means the State Fiscal Accountability Authority or its successor in interest.

BUSINESS means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

CHANGE ORDER means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

CONTRACT See clause entitled Contract Documents & Order of Precedence.

CONTRACT MODIFICATION means a written order signed by the procurement officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)]

CONTRACTOR means the Offeror receiving an award as a result of this solicitation.

COVER PAGE means the top page of the original solicitation on which the solicitation is identified by number. Offerors are cautioned that Amendments may modify information provided on the Cover Page.

OFFER means the bid or proposal submitted in response this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

OFFEROR means the single legal entity submitting the offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

PAGE TWO means the second page of the original solicitation, which is labeled Page Two.

PROCUREMENT OFFICER means the person, or his successor, identified as such on either the Cover Page, an amendment, or an award notice.

YOU and YOUR means Offeror.

SOLICITATION means this document, including all its parts, attachments, and any Amendments.

STATE means the Using Governmental Unit(s) identified on the Cover Page.

SUBCONTRACTOR means any person you contract with to perform or provide any part of the work.

US or WE means the using governmental unit.

USING GOVERNMENTAL UNIT means the unit(s) of government identified as such on the Cover Page. If the Cover Page identifies the Using Governmental Unit as "Statewide Term Contract," the phrase "Using Governmental Unit" means any South Carolina Public Procurement Unit [11-35-4610(5)] that has submitted a Purchase Order to you pursuant to the contract resulting from this solicitation. Reference the clauses titled "Purchase Orders" and "Statewide Term Contract."

WORK means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

[02-2A003-3]

### AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: [www.procurement.sc.gov](http://www.procurement.sc.gov) (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

### AUTHORIZED AGENT (FEB 2015)

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

## **AWARD NOTIFICATION (MODIFIED)**

Notice regarding any award, cancellation of award, or extension of award will be posted at the location and on the date specified on the Cover Page or, if applicable, any notice of extension of award. Should the contract resulting from this Solicitation have a total or potential value in excess of one hundred thousand dollars, such notice will be sent electronically to all Offerors responding to the Solicitation and any award will not be effective until the calendar day (including weekends and holidays) immediately following the seventh business day after such notice is given.

## **BID/PROPOSAL AS OFFER TO CONTRACT (JAN 2004)**

By submitting Your Bid or Proposal, You are offering to enter into a contract with the Using Governmental Unit(s). Without further action by either party, a binding contract shall result upon final award. Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror on the Cover Page. An Offer may be submitted by only one legal entity; "joint bids" are not allowed. [02-2A015-1]

## **BID ACCEPTANCE PERIOD (JAN 2004)**

In order to withdraw Your Offer after the minimum period specified on the Cover Page, You must notify the Procurement Officer in writing. [02-2A020-1]

## **BID IN ENGLISH and DOLLARS (JAN 2004)**

Offers submitted in response to this solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation. [02-2A025-1]

## **AUTHORITY AS PROCUREMENT AGENT (DEC 2015)**

The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-3]

## **CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (MAY 2008)**

**GIVING FALSE, MISLEADING, OR INCOMPLETE INFORMATION ON THIS CERTIFICATION MAY RENDER YOU SUBJECT TO PROSECUTION UNDER SECTION 16-9-10 OF THE SOUTH CAROLINA CODE OF LAWS AND OTHER APPLICABLE LAWS.**

(a) By submitting an offer, the offeror certifies that-

(1) 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 offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; or

(2)(i) Has been authorized, in writing, to act as agent for the offeror's principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this certification [As used in this subdivision (b)(2)(i), the term "principals" means the person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal];

(ii) As an authorized agent, does certify that the principals referenced in subdivision (b)(2)(i) of this certification have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this certification.

(c) If the offeror deletes or modifies paragraph (a)(2) of this certification, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure. [02-2A032-1]

#### **CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004)**

(a) (1) By submitting an Offer, Offeror certifies, to the best of its knowledge and belief, that-

(i) Offeror and/or any of its Principals-

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

(B) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any public (Federal, state, or local) entity.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

(b) Offeror shall provide immediate written notice to the Procurement Officer if, at any time prior to contract award, Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) If Offeror is unable to certify the representations stated in paragraphs (a)(1), Offer must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Offeror's responsibility. Failure of the Offeror to furnish additional information as requested by the Procurement Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

when making award. If it is later determined that the Offeror knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available to the State, the Procurement Officer may terminate the contract resulting from this solicitation for default.

[02-2A035-1]

## CODE OF LAWS AVAILABLE (JAN 2006)

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

## DISCLOSURE OF YOUR BID / PROPOSAL AND SUBMITTING CONFIDENTIAL DATA (FEB 2021)

(a) According to Section 11-35-410, any person submitting a document in response or with regard to any solicitation or other request must "comply with instructions provided in the solicitation for marking information exempt from public disclosure. Information not marked as required by the applicable instructions may be disclosed to the public." **IF YOU IDENTIFY YOUR ENTIRE RESPONSE AS EXEMPT FROM PUBLIC DISCLOSURE, OR IF YOU DO NOT SUBMIT A REDACTED COPY AS REQUIRED, THE STATE MAY, IN ITS SOLE DISCRETION, DETERMINE YOUR BID OR PROPOSAL NONRESPONSIVE AND INELIGIBLE FOR AWARD.** (b) By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page, or portion thereof, of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page, or portion thereof, was redacted and conspicuously marked "Trade Secret" or "Confidential" or "Protected", (2) agrees that any information not redacted and marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. (c) If your offer includes any information that you claim is exempt from public disclosure, you must submit one complete copy of your offer from which you have removed or concealed such information (the redacted copy). Except for the information removed or concealed, the redacted copy must be identical to your original offer. (d) Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If only portions of a page are subject to some protection, do not redact the entire page. The redacted copy must reflect the same pagination as the original and show the empty space from which information was redacted. The Procurement Officer must be able to view, search, copy and print the redacted copy without a password. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. (e) On the redacted copy, you must identify the basis of your claim by marking each redaction as follows: You must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that you redacted and claim as exempt from public disclosure because it is either (1) a trade secret as defined in Section 30-4-40(a)(1) of the Freedom of Information Act, or (2) privileged and confidential, as that phrase is used in Section 11-35-410. You must separately mark with the words "TRADE SECRET" every page, or portion thereof, that you redacted and claim as exempt from public disclosure as a trade secret pursuant to Section 39-8-20 of the Trade Secrets Act. You must separately mark with the word "PROTECTED" every page, or portion thereof, that you redacted and claim as exempt from public disclosure pursuant to Section 11-35- 1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. (f) In determining whether to release documents, the State will detrimentally rely on your redaction and marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "Protected". By submitting a response, you agree to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that you have redacted or marked as "Confidential" or "Trade Secret" or "Protected". (All references to S.C. Code of Laws.) [02-2A125-3]

## **DISCLOSURE OF CONFLICTS OF INTEREST OR UNFAIR COMPETITIVE ADVANTAGE (FEB 2015)**

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. The two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment, and (b) preventing an unfair competitive advantage. If you have an unfair competitive advantage or a conflict of interest, the state may withhold award. Before withholding award on these grounds, an offeror will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered. Without limiting the foregoing, you represent that your offer identifies any services that relate to either this solicitation or the work and that has already been performed by you, a proposed subcontractor, or an affiliated business of either. [02-2A047-2]

## **DEADLINE FOR SUBMISSION OF OFFER (JAN 2004)**

Any offer received after the Procurement Officer of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental body's mail room which services that purchasing office prior to the opening. [R.19-445.2070(G)]

[02-2A050-1]

## **DRUG FREE WORK PLACE CERTIFICATION (JAN 2004)**

By submitting an Offer, Contractor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.

[02-2A065-1]

## **DUTY TO INQUIRE (FEB 2015)**

Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the State's attention. See clause entitled "Questions from Offerors."

[02-2A070-2]

## **ETHICS CERTIFICATE (MAY 2008)**

By submitting an offer, the offeror certifies that the offeror has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2]

## **OMIT TAXES FROM PRICE (JAN 2004)**

Do not include any sales or use taxes in Your price that the State may be required to pay. [02-2A080-1]

## **OPEN TRADE REPRESENTATION (JUN 2015)**

By submitting an Offer, Offeror represents that Offeror is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2A083-1]

## **PROTESTS (MAY 2019)**

If you are aggrieved in connection with the solicitation or award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest a solicitation, you must submit a protest within fifteen days of the date the applicable solicitation document is issued. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided. [02-2A085-2]

## **PROHIBITED COMMUNICATIONS AND DONATIONS (FEB 2015)**

Violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

(a) During the period between publication of the solicitation and final award, you must not communicate, directly or indirectly, with the Using Governmental Unit or its employees, agents or officials regarding any aspect of this procurement activity, unless otherwise approved in writing by the Procurement Officer. All communications must be solely with the Procurement Officer. [R. 19-445.2010]

(b) You are advised to familiarize yourself with Regulation 19-445.2165, which restricts donations to a governmental entity with whom you have or seek to have a contract. You represent that your offer discloses any gifts made, directly or through an intermediary, by you or your named subcontractors to or for the benefit of the Using Governmental Unit during the period beginning eighteen months prior to the Opening Date. [R. 19-445.2165] [02-2A087-1]

## **PUBLIC OPENING (JAN 2004)**

Offers will be publicly opened at the date/time and at the location identified on the Cover Page, or last Amendment, whichever is applicable. [02-2A090-1]

## **QUESTIONS FROM OFFERORS (MODIFIED)**

(a) Any prospective offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing. Questions regarding the original solicitation or any amendment must be received by the Procurement Officer no later than five (5) days prior to opening unless an earlier date is stated on the Cover Page. Label any communication regarding your questions with the name of the procurement officer, and the solicitation's title and number. Oral explanations or instructions will not be binding. [See R. 19-445.2042(B)] Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an Amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors. See clause entitled "Duty to Inquire." **We will not identify you in our answer to your question.** (b) The State seeks to permit maximum practicable competition. Offerors are urged to advise the Procurement Officer -- as soon as possible -- regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. [See R. 19-445.2140] [02-2A095-2]

~~All questions must be submitted in writing and received by the Procurement Officer for this solicitation no later than 03/03/2022 03/04/2022 5:00 PM. Email is the preferred method for submitting questions to the procurement officer. Title the "Subject Line" of your email, "Questions 54000228424". Questions must be submitted in an easily copied format such as MS Word. Email: [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)~~

## REJECTION/CANCELLATION (JAN 2004)

The State may cancel this solicitation in whole or in part. The State may reject any or all proposals in whole or in part. [SC Code Section 11-35-1710 & R.19-445.2065]  
[02-2A100-1]

## RESPONSIVENESS/IMPROPER OFFERS (MODIFIED)

(a) Bid as Specified. Offers for supplies or services other than those specified will not be considered unless authorized by the Solicitation.

**(b) Multiple Offers. Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements. Multiple offers may be submitted as under a single vendor ID, provided that you clearly differentiate between each offer and you submit a separate cost proposal for each offer, if applicable. Your offers will need to be uploaded as separate attachments.**

(c) Responsiveness. Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

(d) Price Reasonableness: Any offer may be rejected if the Procurement Officer determines in writing that it is unreasonable as to price. [R. 19-445.2070].

(e) Unbalanced Bidding. The State may reject an Offer as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the State even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

**(f) Do not submit bid samples or descriptive literature unless expressly requested.** Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. S.C. Code Ann. Reg. 19-445.2077(D).  
[02-2A105-2]

## SIGNING YOUR OFFER (JAN 2004)

Every Offer must be signed by an individual with actual authority to bind the Offeror. (a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent's authorization to bind the principal. [02-2A115-1]



## **STATE OFFICE CLOSINGS (JAN 2004)**

If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the government office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If state offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference. Useful information may be available at: <https://scemd.org/closings/>  
[02-2A120-3]

## **SUBMITTING CONFIDENTIAL INFORMATION (FEB 2015)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "CONFIDENTIAL" every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the words "TRADE SECRET" every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this solicitation or request, Offeror must separately mark with the word "PROTECTED" every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Do not mark your entire response (bid, proposal, quote, etc.) as confidential, trade secret, or protected. If your response, or any part thereof, is improperly marked as confidential or trade secret or protected, the State may, in its sole discretion, determine it nonresponsive. If only portions of a page are subject to some protection, do not mark the entire page. By submitting a response to this solicitation or request, Offeror (1) agrees to the public disclosure of every page of every document regarding this solicitation or request that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "Trade Secret" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the State will detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "Confidential" or "Trade Secret" or "PROTECTED". By submitting a response, Offeror agrees to defend, indemnify and hold harmless the State of South Carolina, its agencies, officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from withholding information by the State of South Carolina or any of its agencies, that Offeror marked as "confidential" or "trade secret" or "PROTECTED". (All references to S.C. Code of Laws.) [02-2A125-2]

## **SUBMITTING A PAPER OFFER OR MODIFICATION (MAR 2015)**

Unless specifically instructed otherwise in the solicitation, you should submit your offer or modification in accordance with the clause titled "ON-LINE BIDDING INSTRUCTIONS." Paper offers are discouraged. If you must submit a paper offer or modification the following instructions apply. (a) All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Do not modify the solicitation document itself (including bid schedule). (b) (1) All copies of the offer or modification, and any other documents required to be submitted with the offer shall be enclosed in a sealed, opaque envelope or package. (2) Submit your offer or modification to the address on the Cover Page. (3) The envelope or package must show the time and date specified for opening, the solicitation number, and the name and address of the bidder. If the offer or modification is sent by mail or special delivery service (UPS, Federal Express, etc.), the outermost envelope or wrapper must be labeled "OFFER ENCLOSED" on the face thereof. (c) If you are responding to more than one solicitation, submit each offer in a separate envelope or package. (d) Submit the number of copies indicated on the Cover Page. (e) Facsimile or e-mail offers, modifications, or withdrawals, will not be considered unless authorized by the Solicitation. [02-2A130-2]

## **TAX CREDIT FOR SUBCONTRACTING WITH DISADVANTAGED SMALL BUSINESSES (JAN 2008)**

Pursuant to Section 12-6-3350, a taxpayer having a contract with this State who subcontracts with a socially and economically disadvantaged small business is eligible for an income tax credit equal to four percent of the payments to that subcontractor for work pursuant to the contract. The subcontractor must be certified as a socially and economically disadvantaged small business as defined in Section 11-35-5010 and regulations pursuant to it. The credit is limited to a maximum of fifty thousand dollars annually. A taxpayer is eligible to claim the credit for ten consecutive taxable years beginning with the taxable year in which the first payment is made to the subcontractor that qualifies for the credit. After the above ten consecutive taxable years, the taxpayer is no longer eligible for the credit. A taxpayer claiming the credit shall maintain evidence of work performed for the contract by the subcontractor. The credit may be claimed on Form TC-2, "Minority Business Credit." A copy of the subcontractor's certificate from the Governor's Office of Small and Minority Business (OSMBA) is to be attached to the contractor's income tax return. Questions regarding the tax credit and how to file are to be referred to: SC Department of Revenue, Research and Review, Phone: (803) 898-5786, Fax: (803) 898-5888. Questions regarding subcontractor certification are to be referred to: Governor's Office of Small and Minority Business Assistance, Phone: (803) 734-0657, Fax: (803) 734-2498. [02-2A135-1]

## **VENDOR REGISTRATION MANDATORY (MODIFIED)**

You must have a state vendor number to be eligible to submit an offer. To obtain a state vendor number, visit [www.procurement.sc.gov](http://www.procurement.sc.gov) and select Doing Business with Us. Then select Vendor Registration. (To determine if your business is already registered, go to "Vendor Search"). Upon registration, you will be assigned a state vendor number. Vendors must keep their vendor information current. If you are already registered and know your User ID & Password, you can update your information by selecting Update Vendor Registration. If you need to update information but do not have your User ID/Password, you must complete a new vendor registration and On Step 9 – Messages to Administration indicate "Update vendor number" with your existing 10-digit vendor number. (Please note that vendor registration does not substitute for any obligation to register with the S.C. Secretary of State [Index - Business Entities Online - S.C. Secretary of State \(sc.gov\)](#) or S.C. Department of Revenue [Withholding \(sc.gov\)](#)).

## **WITHDRAWAL OR CORRECTION OF OFFER (JAN 2004)**

Offers may be withdrawn by written notice received at any time before the exact time set for opening. If the Solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for opening. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The withdrawal and correction of Offers is governed by S.C. Code Section 11-35-1520 and Regulation 19-445.2085. [02-2A150-1]

## II. INSTRUCTIONS TO OFFERORS -- B. SPECIAL INSTRUCTIONS

### CONFERENCE - PRE-BID/PROPOSAL (MODIFIED)

~~Pre-Bid/Proposal Conference Date and Time: 03/04/2022 10:00 AM  
Location of Pre-Bid/Proposal Conference: Via Microsoft Teams Only!!!~~

~~Register by emailing [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov) and an invitation will be sent to your email address. Contact the Procurement Officer with any registration issues before 5:00 PM on March 3<sup>rd</sup>, 2022~~

Due to the importance of all offerors having a clear understanding of the specifications and requirements of this solicitation, a conference of potential offerors will be held on the date specified on the cover page. Bring a copy of the solicitation with you. Any changes resulting from this conference will be noted in a written amendment to the solicitation. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the State. The State assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available at the conference. Nor does the State assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

~~This solicitation includes a NON-Mandatory Pre-Bid Conference. While attendance is not required, offerors are strongly encouraged to attend and participate. The purpose of the Pre-Bid is to identify items that are in error, unclear, or unduly restrictive.~~

~~All conference attendees should read the solicitation and develop their questions in preparation for the conference. The pace of the conference will NOT afford individuals enough time to complete an initial review of the document during the conference.~~

### CONTENTS OF OFFER (RFP) (MODIFIED)

- (a) Offers should be complete and carefully worded and should convey all of the information requested.
- (b) Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- (c) The contents of your offer must be divided into two parts, the Technical Proposal and the Business Proposal. Each part shall be contained in a single document unless, for example, it is more practical and functional to include a worksheet, spreadsheet or form as a separate document. In such case it should be clearly named (such as Technical Proposal-insert appropriate description, for example Exhibit A or Business Proposal-insert appropriate description, for example Worksheet A, etc.).
- (d) If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award.

[02-2B040-2]

### ELECTRONIC COPIES - REQUIRED MEDIA AND FORMAT (MODIFIED)

SUBMIT PROPOSAL ON-LINE (SCEIS) AT THE FOLLOWING URL: <http://www.procurement.sc.gov>

Include electronic formatted documents indicated on Page 1 of this solicitation and labeled as specified. File format shall be compatible with Microsoft Office (version 2003 or later), or Adobe Acrobat or equivalent Portable

Document Format (.pdf) viewer. The Procurement Officer must be able to view, search, copy and print electronic documents without a password.

Electronic documents required shall be attached to the on-line submission as one document for the complete Technical proposal, one file for the complete Business proposal, and one for any Exhibits to either of the required parts that are for the purpose of presenting any enhancements or options not requested in the proposal. Separate documents may be included when/if more practical for transmission purposes (for example a spreadsheets, worksheet, forms) but must be named clearly, (Technical – description of document(s), or Business – description of document(s)) and a redacted version of each file, marked REDACTED – Technical, etc.

SCEIS has electronic file size restrictions that limit file upload size up to 10MB per file. If necessary, the Offeror is responsible for breaking the documents into sections and assigning file names such that they may be reconstructed easily for review. The State or the Procurement Officer will not be responsible for accepting a proposal that is not clearly marked so that it can be reconstructed easily for review, is incorrectly marked, or when files are not included resulting in an incomplete offer.

[02-2B070-2]

## **ON-LINE BIDDING INSTRUCTIONS (MODIFIED)**

(a) Mandatory Registration. You must register before you can submit an offer on-line See clause entitled “VENDOR REGISTRATION MANDATORY.”

(b) Steps for On-Line Bidding

#1 The link provided on the solicitation’s Cover Page will take you to our web based on-line bidding system, where you will enter and/or upload your offer.

#2 Follow the general user instructions posted at [www.procurement.sc.gov](http://www.procurement.sc.gov) under the heading “Doing Business with Us” and then “Submitting Offers.”

#3 Confirm your offer has a status of “submitted” by refreshing the “RFx and Auctions” screen.

Only offers with a status of “submitted” have been received by the State.

Offers with a status of “saved” have not been received.

#4 Save or print a copy of your offer using the “Print Preview” button after your offer has been submitted.

(c) If you have problems entering an on-line offer, you must contact the SCEIS Help Desk for assistance at (803) 896-0001 and follow the prompts. You may also contact the SCEIS Help Desk on-line at <http://www.sceis.sc.gov/vendorrequests/>. Do not contact the Procurement Officer with problems entering an offer into the system. Only questions regarding the solicitation document should be addressed with the Procurement Officer.

(d) Do not wait until the last minute to submit your offer. If an on-line offer is not completed and in a submitted status prior to the submission deadline, the offer will not be considered for award.

## **OPENING PROPOSALS -- INFORMATION NOT DIVULGED (FEB 2015)**

In competitive sealed proposals, neither the number or identity of offerors nor prices will be divulged at opening. [Section 11-35-1530 & R. 19-445.2095(C)(1)] [02-2B110-2]

## **PROTEST - CPO - ITMO ADDRESS (JUN 2006)**

Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

- (a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or
- (b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201. [02-2B120-1]

### III. SCOPE OF WORK / SPECIFICATIONS

#### III.1 GENERAL AND BACKGROUND INFORMATION

The Statewide Print Management Program Contractor(s) shall supply equipment that meets approved Product Categories, operating software, services, maintenance and supplies through direct purchase, purchase by lease under the State’s IT Equipment Lease contract or under the all-inclusive Rental program selected by the Using Government Unit (UGU) under the following Product Categories:

Product Category	Description
1.	Copier/Multifunction Devices (hereinafter “Copier/MFDs”)
2.	Network Printers
3.	Wide-Format Printers
4.	Digital Duplicators
5.	Scanners

The primary objectives of the program is to significantly reduce UGUs hardware-, service- and supply-related expenses related to each of the Product Categories;

- a) To significantly reduce UGUs hardware-, service- and supply-related expenses related to each of the Product Categories;
- b) To maintain or exceed current service levels being provided to UGUs;
- c) To migrate print volume from higher-cost Network/Local Printers to lower-cost Copier/MFDs where feasible;
- c) To standardize print output device fleets among similar sites; and
- d) To assist each UGUs in establishing a synchronized technology refreshment plan so that each UGU can benefit from the latest document imaging production/distribution technological advancements on a scheduled basis.

Historically, the State has contracted with as many as 20 different vendors offering a wide variety of products and services. Procurement decisions and activities for print output devices and related services and supplies occur at the Using Governmental Unit (UGU) level, so the result of having an over-abundance of options is a significant number of device types, makes, models, sizes, and ages of equipment at UGU locations that have created redundancies, cost inefficiencies, and negative environmental impacts.

**The State projects that a minimum of 1.8 billion aggregate impressions will be produced by over 4,000 devices in the Copier/Multi-Function Device (MFDs) Product Category alone that are expected to be installed under the contract in the next five years.** The assumption is based on reports received and summarized by the State that reflect UGU Copier/MFD fleet impressions over a five-year period as

follows:

**ESTIMATED MINIMUM COPIER/MFD PRODUCT CATEGORY (BY SEGMENT) FLEET TO BE INSTALLED**

<b>Segment</b>	<b>TOTALS</b>
<b>1</b>	<b>71</b>
<b>1 Color</b>	<b>52</b>
<b>2</b>	<b>259</b>
<b>2 Color</b>	<b>159</b>
<b>3</b>	<b>228</b>
<b>3 Color</b>	<b>115</b>
<b>4</b>	<b>1,855</b>
<b>4 Color</b>	<b>1,395</b>
<b>5</b>	<b>62</b>
<b>5 Color</b>	<b>24</b>
<b>6</b>	<b>14</b>
<b>6 Color</b>	<b>1</b>
<b>TOTALS</b>	<b>4,235</b>

Note: Depending on the cost of conversion assistance received by the State under this initiative, the above equipment fleet may be installed at contract inception or phased in during the contract term in accordance with current lease, service, all-inclusive Rental program and other in-place agreements as applicable. Please refer to Section III.2 and Pricing Schedules A1 and A2 for the anticipated Copier/MFD monochrome/color volumes to be produced during the contract term. With an average useful life of five years, the existing Copier/MFDs currently in place are expected by the State to be replaced under the contract's initial five-year term. Upon the full implementation of a successful new program, the State expects the above-estimated minimum quantities of units in each Segment will be exceeded.

Due to an average useful lifespan of five years, approximately 20% of the Copier/MFDs (847 out of 4,235 units) are typically replaced annually although cost of conversion assistance from the Contractor may increase the number of Copier/MFDs installed annually. Based on information collected by the State from existing vendors, approximately 2,400 additional devices can be replaced during the first contract year with a cost of conversion assistance of \$11.5 million. Network Printers, Wide-Format Printers, Digital Duplicators and Scanners typically have more irregular life cycles.

Based on the reports received by the State in aggregate, and on a 20% incremental refresh phase-in per year using the five-year purchase and all-inclusive Rental program plans described herein, the annual volume projected to be produced on the combined fleet of 4,235 Segment 1 through 6 Copier/MFDs expected to be installed during the Contract term exceeds 1.8 billion aggregate impressions as shown in the chart below:

**PROJECTED COPIER/MFD CONTRACT VOLUMES**

<b>DEVICE/VOLUME TYPE</b>	<b>YEAR 1 PROJECTED VOLUME</b>	<b>YEAR 2 PROJECTED VOLUME</b>	<b>YEAR 3 PROJECTED VOLUME</b>	<b>YEAR 4 PROJECTED VOLUME</b>	<b>YEAR 5 PROJECTED VOLUME</b>	<b>TOTAL PROJECTED VOLUME OVER CONTRACT</b>
<b>Copier/MFD Monochrome</b>	<b>113,670,000</b>	<b>223,206,000</b>	<b>332,742,000</b>	<b>441,189,000</b>	<b>551,814,000</b>	<b>1,662,621,000</b>
<b>Copier/MFD Color</b>	<b>9,372,000</b>	<b>18,474,000</b>	<b>27,576,000</b>	<b>38,178,000</b>	<b>45,780,000</b>	<b>139,380,000</b>

## **NETWORK PRINTERS**

Network printers exist at all UGUs but specific brands, model numbers, unit counts and monthly average volumes per unit by UGU are not available.

The State currently has a Statewide Managed Print Services (MPS) Program Contract in place to cover the servicing of Network Printers that will end to coincide with implementation of this Contract. Agreements executed prior to the MPS Contract expiration will survive based upon the UGU's agreed upon term at the commencement of the agreement. However, extensions or new agreements will not be valid beyond that period and at that time, arrangements for new equipment and agreements shall be made under this Contract.

## **WIDE-FORMAT PRINTERS, DIGITAL DUPLICATORS AND SCANNERS**

The State has no central repository of data regarding the current inventory of Wide-Format Printers, Digital Duplicators and Scanners at UGUs.

## **PURCHASED EQUIPMENT**

As provided for herein, in Section VIII. Pricing and on related Schedules A1, A2, B, C1 and C2, devices in all Product Categories may be purchased outright. Purchase of a service and supply agreements for purchased equipment may be elected by a UGU. If selected, a cost per impression (CPI) charge would then apply from the first copy/print on each purchased device in each Segment with no fleet-wide or per-unit volume guarantees.

Contractor shall provide with their proposal, all applicable maintenance and service agreement term options and forms available for UGU owned equipment for review and acceptance.

Contractor shall provide with their proposal, all applicable warranty options available for UGU owned equipment for review and acceptance.

## **LEASED EQUIPMENT**

As provided for herein, in Section VIII. Pricing and on related Schedules A1, A2, B, C1 and C2, devices in all Product Categories may be leased through the State's current IT Equipment Leasing Contract or its successor. In accordance with the terms of the lease, UGU will be responsible for providing maintenance on the equipment. A service and supply agreement based on cost per impression (CPI) charges for leased equipment will apply from the first copy/print on each device in each Segment with no fleet-wide or per-unit volume guarantees. State Agencies and Higher Education Institutions are required to utilize the IT Equipment Lease Contract for leasing equipment under this contract. All other UGUs may use the IT Equipment Lease contract or may consider utilizing other leasing entities and options that they may elect negotiating. Regardless, the Contractor shall still be responsible for the administrative reporting requirements and fee payments to the State on the activity.

The current contract is effective through 2/7/2024 with Presidio Technology Capital, LLC. Additional information about the contract is at: [ITMO Contract Page](#).

Contractor shall provide with their proposal, all applicable maintenance and service agreement term options and forms available for UGU leased equipment for review and acceptance.

Contractor shall provide with their proposal, all applicable warranty options available for UGU owned equipment for review and acceptance.



## **ALL INCLUSIVE RENTAL PROGRAM**

UGUs may select the all-inclusiveRental programfor Product Category 1 equipment, Copier/MFD devices, as specified in Section III.2. UGU's selecting this option will activate GASBE-87 accounting report requirements to amortize the equipment. GASBE-87 became effective July 1, 2021. <https://cg.sc.gov/guidance-and-forms-state-agencies/gasb-87-lease-accounting>

The Rental program guarantees volumes and monthly equipment charges as indicated in Section III.2 and Pricing Schedules A1 and A2 with all costs accounted for within the base equipment charge and the mono/color cost per copy charges including but not limited to those for the equipment, service, parts and monochrome/color supplies.

Contractor shall provide with their proposal all applicable rental maintenance and service agreement terms and conditions, supply list, response times, replacement policy, and any other forms or documents UGU would be required to choose, sign or otherwise agree to, for review and acceptance.

## **SURVIVAL OF AGREEMENTS**

Lease and all-inclusive Rental program and managed print services agreements may extend beyond this Contract's expiration up to the term agreed upon by the UGU and Contractor at the time of commencement (maximum of 60 months).

### III.2 EQUIPMENT REQUIREMENTS FOR PRODUCT CATEGORY SEGMENTS

Contractor shall provide equipment, support services and necessary human resources, as applicable, in accordance with each of the requirements listed and described in the following Sections:

#### Segment 1 – Product Category 1 - Desktop Monochrome Copier/MFDs and Color Copier/MFDs:

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (on 71 of 123 units)
Color copying, color printing and color scanning only:	Standard (on 52 of 123 units)
Rated speed:	45 monochrome impressions per minute minimum (monochrome units); 40 color impressions per minute minimum (color units only)
Maximum copy/print size:	Legal (8.5" x 14") or greater
FCT (First-Copy Time):	12 Seconds or Less
ADF (Automatic Document Feeder):	Standard
Console:	Optional
<b>Analog Fax Boards:</b>	<b>Standard on all 123 units</b>
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Single-position Stapling Finisher:	Not Required
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Secure (password-protected) Printing:	Standard
Console/Paper Cabinet:	<b>Optional</b>
Number of paper drawers (excluding bypass):	One minimum
Total sheet capacity of drawers (excluding bypass):	300 sheets minimum
Stack-feed bypass:	Standard-50 sheets minimum
<b>Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:</b>	<b>1,000 monochrome impressions per unit per month</b>
<b>Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:</b>	<b>250 color impressions per unit per month</b>
<b>Estimated number of Segment 1 Monochrome Copier/MFDs and Color Copier/MFDs:</b>	<b>123 total units. 71 of the 123 Segment 1 Desktop units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 52 of the 123 Segment 1 Desktop units shall be Color Copier/MFDs equipped with color copying, color printing and color scanning.</b>

**Segment 2 – Product Category 1 - Monochrome Copier/MFDs and Color Copier/MFDs:**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (on 259 of 418 units)
Color copying, color printing and color scanning only:	Standard (on 159 of 418 units)
Rated speed:	25 monochrome impressions per minute minimum (monochrome units); 20 color impressions per minute minimum (color units only)
Maximum copy/print size:	Ledger (11" x 17") or greater
FCT (First-Copy Time):	11 Seconds or Less
RADF (Reversing Automatic Document Feeder):	Standard
Analog Fax Boards:	Optional
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Single-position Stapling Finisher:	Standard
Sheet capacity of finisher:	300 sheets minimum
Separate finisher trays/locations for prints & copies:	Standard
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Scan to Network Fax Server:	Standard
Secure (password-protected) Printing:	Standard
Console/Paper-Feeding Unit:	Standard
Number of paper drawers (excluding bypass):	Three minimum
Total sheet capacity of drawers (excluding bypass):	1,500 sheets minimum
Stack-feed bypass:	Standard-50 sheets minimum
Auto tray-switching:	Standard
<b>Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:</b>	<b>2,000 monochrome impressions per unit per month</b>
<b>Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:</b>	<b>500 color impressions per unit per month</b>
<b>Estimated number of Segment 2 Monochrome Copier/MFDs and Color Copier/MFDs:</b>	<b>418 total units. 259 of the 418 Segment 2 units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 159 of the 418 Segment 2 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</b>

**Segment 3 – Product Category 1 - Monochrome Copier/MFDs and Color Copier/MFDs:**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (on 228 of 343 units)
Color copying, color printing and color scanning only:	Standard (on 115 of 343 units)
Rated speed:	35 monochrome impressions per minute minimum (monochrome units); 30 color impressions per minute minimum (color units only)
Maximum copy/print size:	Ledger (11" x 17") or greater
FCT (First-Copy Time):	8.5 Seconds or Less
RADF (Reversing Automatic Document Feeder):	Standard
Analog Fax Boards:	Optional
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Single-position Stapling Finisher:	Standard
Sheet capacity of finisher:	300 sheets minimum
Separate finisher trays/locations for prints & copies:	Standard
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Scan to Network Fax Server:	Standard
Secure (password-protected) Printing:	Standard
Console/Paper-Feeding Unit:	Standard
Number of paper drawers (excluding bypass):	Four minimum
Total sheet capacity of drawers (excluding bypass):	2,000 sheets minimum
Stack-feed bypass:	Standard-50 sheets minimum
Auto tray-switching:	Standard
<b>Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:</b>	<b>3,500 monochrome impressions per unit per month</b>
<b>Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:</b>	<b>1,000 color impressions per unit per month</b>
<b>Estimated number of Segment 3 Monochrome Copier/MFDs and Color Copier/MFDs:</b>	<b>343 total units. 228 of the 343 Segment 3 units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 115 of the 343 Segment 3 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</b>

**Segment 4 – Product Category 1 - Monochrome Copier/MFDs and Color Copier/MFDs**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (Segment 4A consists of 463 of the 3,250 total units in Segment 4; Segment 4B consists of 1,392 of the 3,250 total units in Segment 4)
Color copying, color printing and color scanning only:	Standard (Segment 4A consists of 348 of the 3,250 total units in Segment 4; Segment 4B consists of 1,047 of the 3,250 total units in Segment 4)
Rated speed (Segment 4A):	45 monochrome impressions per minute minimum (monochrome units); 40 color impressions per minute minimum (color units only)
Rated speed (Segment 4B):	60 monochrome impressions per minute minimum (monochrome units); 50 color impressions per minute minimum (color units only)
Maximum copy/print size:	Ledger (11" x 17") or greater
FCT (First-Copy Time):	6 Seconds or Less
RADF (Reversing Automatic Document Feeder):	Standard
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Single- or Multi-position Stapling Finisher:	Single-Position Standard (Segment 4A); Multi-Position Standard (Segment 4B)
Sheet capacity of finisher:	300 sheets minimum (Segment 4A); 2,000 sheets minimum (Segment 4B)
Separate finisher trays/locations for prints & copies:	Standard
Three-Hole Punching:	Optional (Segment 4A); Standard (Segment 4B)
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Scan to Network Fax Server:	Standard
Secure (password-protected) Printing:	Standard
Number of paper drawers (excluding bypass):	Four minimum (Segment 4A); Three minimum (Segment 4B)
Total sheet capacity of drawers (excluding bypass):	2,000 sheets minimum (Segment 4A); 3,000 sheets minimum (Segment 4B)
Stack-feed bypass:	Standard-50 sheets minimum
Auto tray-switching:	Standard
Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:	8,000 monochrome impressions per unit per month (Segment 4A); 14,000 monochrome impressions per unit per month (Segment 4B)
Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:	1,250 color impressions per unit per month (Segment 4A); 3,000 color impressions per unit per month (Segment 4B)
Estimated number of Segment 4 Monochrome Copier/MFDs and	3,250 total Segment 4 units, divided into two groupings: Segment 4A and 4B as defined above.

<p>Color Copier/MFDs:</p>	<p>In Segment 4A, 463 of the total 3,250 Segment 4 units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 348 of the total 3,250 Segment 4 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</p> <p>In Segment 4B, 1,392 of the total 3,250 Segment 4 units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 1,047 of the total 3,250 Segment 4 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</p>
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**Segment 5 – Product Category 1 - Monochrome Copier/MFDs and Color Copier/MFDs:**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (on 62 of 86 units)
Color copying, color printing and color scanning only:	Standard (on 24 of 86 units)
Rated speed:	75 monochrome impressions per minute minimum (monochrome units); 65 color impressions per minute minimum (color units only)
Maximum copy/print size:	Ledger (11" x 17") or greater
FCT (First-Copy Time):	5 Seconds or Less
RADF (Reversing Automatic Document Feeder):	Standard
Analog Fax Boards:	Optional
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Multi-position Stapling Finisher:	Standard
Sheet capacity of finisher:	2,000 sheets minimum
Separate finisher trays/locations for prints & copies:	Standard
<b>Three Hole Punching:</b>	<b>Standard</b>
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Scan to Network Fax Server:	Standard
Secure (password-protected) Printing:	Standard
Number of paper drawers (excluding bypass):	Three minimum
Total sheet capacity of drawers (excluding bypass):	4,000 sheets minimum
Stack-feed bypass:	Standard-50 sheets minimum
Auto tray-switching:	Standard
<b>Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:</b>	<b>25,000 monochrome impressions per unit per month</b>
<b>Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:</b>	<b>5,000 color impressions per unit per month</b>
<b>Estimated number of Segment 1 Monochrome Copier/MFDs and Color Copier/MFDs:</b>	<b>86 total units. 62 of the 86 Segment 5 units shall be Monochrome Copier/MFDs equipped with monochrome copying, printing, and scanning; and 24 of the 86 Segment 5 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</b>

**Segment 6 – Product Category 1 - Monochrome Production Devices and Color Production Devices:**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome copying, printing & scanning:	Standard (on 14 of 15 units)
Color copying, color printing and color scanning only:	Standard (on 1 of 15 units)
Rated speed:	105 monochrome impressions per minute minimum (monochrome units); 75 color impressions per minute minimum (color units only)
Maximum copy/print size:	12" x 18" or greater
FCT (First-Copy Time):	5 Seconds or Less
RADF (Reversing Automatic Document Feeder):	Standard (250 originals or greater)
Duplexing:	Standard (all units and drivers must default to duplex mode for both copying and printing)
Multi-position Stapling Finisher:	Standard (100 sheets per-set or greater)
Sheet capacity of finisher:	2,000 sheets minimum
Separate finisher trays/locations for prints & copies:	Standard
Scan-to-email (with LDAP authentication):	Standard
Scan-to-Electronic Document Management System:	Standard
Scan to Network Fax Server:	Standard
<b>Post-Process Sheet Insertion:</b>	<b>Standard</b>
<b>Two/Three-Hole Punching:</b>	<b>Standard</b>
<b>Perfect (Tape) Binding or GBC/Ring Binding (Please specify in proposal:</b>	<b>Standard (100 sheets maximum per booklet)</b>
<b>Production front-end software/hardware package:</b>	<b>Standard</b>
Number of paper drawers (excluding bypass):	Five minimum
Total sheet capacity of drawers (excluding bypass):	6,000 sheets minimum
<b>Paper weight maximum (all drawers):</b>	<b>Up to 300 g/m2</b>
Stack-feed bypass:	Standard-50 sheets minimum
Auto tray-switching:	Standard
<b>Estimated/Guaranteed per-Copier/MFD Monthly Monochrome Volume:</b>	<b>75,000 monochrome impressions per unit per month</b>
<b>Estimated/Guaranteed per-Copier/MFD Monthly Color Volume:</b>	<b>25,000 color impressions per unit per month</b>
<b>Estimated number of Segment 1 Monochrome Copier/MFDs and Color Copier/MFDs:</b>	<b>15 total units. 14 of the 15 Segment 6 units shall be Monochrome Production devices equipped with monochrome copying, printing, and scanning; and 1 of the 15 Segment 6 units shall be color Copier/MFDs equipped with color copying, color printing and color scanning.</b>



**Low-Volume Network Printers – Product Category 2:**

Network Compatibility	Standard
Standard Functionality:	
Monochrome printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Color printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Rated speed:	30 monochrome impressions per minute minimum (monochrome units); 30 color impressions per minute minimum (color units only)
Maximum copy/print size:	8.5" x 11" or greater

**Mid-Volume Network Printers – Product Category 2:**

Network Compatibility	Standard
Standard Functionality:	
Monochrome printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Color printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Rated speed:	40 monochrome impressions per minute minimum (monochrome units); 40 color impressions per minute minimum (color units)
Maximum copy/print size:	8.5" x 11" or greater

**High-Volume Network Printers – Product Category 2:**

Network Compatibility	Standard
Standard Functionality:	
Monochrome printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Color printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Rated speed:	50 monochrome impressions per minute minimum (monochrome units); 50 color impressions per minute minimum (color units)
Maximum copy/print size:	8.5" x 11" or greater

**Wide-Format Printers – Product Category 3:**

Technology:	Digital Electrostatic or Ink Jet
Paper-Feed Type:	Roll-fed
Standard Functionality:	
Monochrome printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Color printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)

	Pricing Schedules C1 and C2)
Scanning:	Standard
Maximum print size:	36" wide or greater

**Digital Duplicators – Product Category 4:**

Technology:	Digital Electrostatic
Standard Functionality:	
Monochrome printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Mono Color printing:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Rated Speed:	90 monochrome impressions per minute minimum
Maximum copy/print size:	12" x 18" or greater
Scanner:	Standard (50 originals or greater)

**Low-Volume Scanners – Product Category 5:**

Scanning Speed:	50 originals per minute or faster
Standard Functionality:	
Scanning:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Perfect (Two-Sided One Pass) Scanning:	Standard
Maximum document size:	8.5" x 14"
ADF (Automatic Document Feeder):	Standard (50 originals or greater)

**Mid-Volume Scanners – Product Category 5:**

Scanning Speed:	90 originals per minute or faster
Standard Functionality:	
Scanning:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Perfect (Two-Sided One Pass) Scanning:	Standard
Maximum document size:	8.5" x 14"
ADF (Automatic Document Feeder):	Standard (100 originals or greater)

**High-Volume Scanners – Product Category 5:**

Scanning Speed:	120 originals per minute or faster
Standard Functionality:	
Scanning:	Standard (please quote specific model on Pricing Schedules C1 and C2)
Perfect (Two-Sided One Pass) Scanning:	Standard
Maximum document size:	8.5" x 14"
ADF (Automatic Document Feeder):	Standard (250 originals or greater)

### **III.3 Installation of equipment in each Product Category; Volume guarantees applicable only to all-inclusive Rental in Copier/MFD Product Category.**

The estimated minimum numbers of Copier/MFDs in each Segment to be placed during the term of this Contract are set forth in Section III.2 above. The number of units estimated for installation represents anticipated minimum requirements during the initial five-year contract term.

There shall be no minimum annual monochrome or color volume guarantee or allotment per device for any Product Category under the Contract except under the 60-month all-inclusive Rental.

For purchased or leased units, through the State's IT Equipment Lease Contract variable service and maintenance charges related to the production of monochrome and color copies/prints shall be billed in arrears on a monthly basis on actual production multiplied by the contracted service & supply cost-per-impression (CPI) rates as set forth in the applicable Product Category Pricing Schedules.

UGUs may opt to place Copier/MFDs under a 60-month all-inclusive Rental, using the pricing set forth in Pricing Schedules A1 and A2. The all-inclusive Rental shall include a base equipment charge along with guaranteed monochrome and color volumes as applicable as set forth in Section III.2 above.

On a monthly basis, Contractor shall separately reconcile both the monochrome and color volumes of all Copier/MFDs placed under the all-inclusive Rental program within each Segment placed with each UGU. Overage charges for each Segment shall apply only when the combined monochrome or color volumes of all Copier/MFDs placed under the Rental program within each UGU exceed the combined guaranteed monochrome or color volume. Color and monochrome volumes are to be kept separate and not combined. Shortage credits for aggregate volume shortfalls will not be credited by the Contractor.

### **III.4 All Pricing Firm; Factors to be included in pricing.**

All pricing set forth in the Pricing Schedules shall remain firm for the initial five-year term and any optional renewal terms.

Any model in any Product Category on the Pricing Schedules that is discontinued during the term of the Contract shall be substituted with a device of equivalent or superior specifications with the same hardware and service options and prices as the originally offered equipment. Substitutions shall be submitted to the Procurement Office on the respective Pricing Schedule for acceptance and authorization by Change Order.

Pricing entered on the Pricing Schedules shall include, but not be limited to, the following elements:

- a) Copy/print billing
- b) Mobile device printing compatibility
- c) LDAP and Active Directory authentication
- d) Delivery charges
- e) Installation/de-installation charges
- f) Setup charges
- g) Monthly Administrative Fee
- h) Initial and ongoing training

- i) Power surge protection devices (line conditioners)
- j) Hard drive removal at end of Contract
- k) Equipment return freight, insurance and shipping charges

### **III.5 Monthly decentralized billing submitted per ordering policies and procedures of each UGU.**

For each UGU, the Contractor shall issue a monthly billing statement customized to the needs of each UGU, device and/or location which shall cover all Product Categories offered and shall consist of:

- a) A summary of the applicable equipment charges;
- b) A detailed volume and resulting variable service and supply charge by departmental billing code and by device installed at each UGU; and
- c) An electronic file in the format required by each UGU containing all the information contained in items a) and b) above of this Section.

Contractor's monthly billing statement, which shall be issued within ten (10) days of the close of each monthly billing period, will reflect charges equal to sum of the following costs:

- a) The equipment cost listed by department, device, cost center, and/or location as required by the UGU;
- b) The actual monochrome volume for produced by each device in each Product Category multiplied by the applicable contracted per-impression service & supply CPI produced;
- c) A charge equal to all color impressions produced for the previous month times the contracted color impression service charge applicable to each color-enabled device; and
- d) All additional applicable charges related to accessories and/or software for all Product Categories. The invoice shall be accompanied by an electronic file that meets the requirements of each UGU containing all the proceeding information to allow for electronic file uploading into each UGU's ERP system. All charges must be broken out by department, device, cost center and/or location according to the specific ordering and billing procedures of each UGU.

On each monthly consolidated invoice, a separate line item reflecting the additional one-time flat-rate charge, as applicable, will appear for each Copier/MFD functionally upgraded as provided for in Section III.12 below and per the upgrade pricing set forth in Pricing Schedule B. Separate line items will also show the additional cost of any Monochrome or Color Copier/MFDs or units in other Product Categories added to the fleet as per the terms of Section III.11 and the pricing set forth in the Pricing Schedules.

### **III.6 Responsibility for collecting meter readings; Data collection software included; Monthly equipment performance and meter reports.**

The Contractor shall be responsible for collecting meter readings from all installed equipment to fulfill the invoicing and monthly reporting requirements of this Contract.

Data collection software must be provided to each UGU to meet the requirements of this Section. This data collection software must, however, be approved by the UGU's technology department prior to implementation under this Contract.

Monthly reports generated by the data collection software shall include the total monthly monochrome and color copy/print volume for each device in each Product Category. Estimated meter readings are not permissible under this Contract.

In addition, using the data collected by the software and service history data, the Contractor shall provide UGU with a Monthly Equipment Performance and Meter Report. The formatting of the Report will be accomplished according to the needs of each UGU, however the report shall indicate at minimum the following information during the period *for each unit in each Product Category as applicable*:

- a) Print Output Device identification number (if applicable);
- b) Room number;
- c) Floor number;
- d) Site and/or department name and ID code number;
- e) Cost center (provided UGU);
- f) Total number of monochrome/color copies produced by the device;
- g) Number of monochrome/color prints produced by the device;
- h) Number of emergency service calls for the given month;
- i) Number of preventive maintenance calls performed and the meter count of each PM service when performed;
- j) Average service response time;
- k) Total uptime hours;
- l) The Copier/MFD's uptime percentage for the month (see Section III.18 below for the definition of uptime that will be used under this Contract);
- m) The number of "repeat" service calls related to the same problem during the given month; and
- n) The mean number of impressions between failures (MIBF) per device for the reporting period.

In addition to the above, the Contractor shall report the monthly volumes produced by all Digital Duplicators for historical trending purposes only.

All reports described in this Section will be sent to the designee(s) that UGUs may name during the term of this Contract, by the tenth day of each succeeding month following the close of each monthly period during the term of the resulting Contract.

At the discretion of each UGU, Contractor representative shall meet personally with the UGUs management team on a quarterly basis during the term of the Contract to review all reports required by this Section.

State, in its sole discretion, may require quarterly or annual reports inclusive of some or all of the above data aggregated by UGUs.

### **III.7 Networking infrastructure; Network security; Firmware and driver updates**

All devices in all Product Categories shall be fully network compatible with each UGU's networking environment when installed and shall be compatible with Active Directory's printing management function.

Typical UGU operating systems which must be supported for printing on all installed Copier/MFDs include but are not limited to: Windows 8.1, Windows 10, Windows 11, and Mac OS 10.6 or higher. The most current drivers must be provided to each UGU's technology department for compatibility with each of these desktop operating systems.

Network interface cards must communicate over 10/100/1000 Base-Tx Ethernet lines running TCP/IP protocols. IP addresses shall be obtained via Dynamic Host Configuration Protocol (DHCP) and device names must be fully configurable via a secure password protected web-based interface. All devices must support SNMP (Simple Network Management Protocol) management and support staff should be able to change the community strings via the web-based management interface. The page description language installed on every device in each applicable Product Category must be PCL6 and Postscript Level 3.

Mobile printing from iPads, iPhones, Android, and Windows based phones/tablets/slates must also be supported on all devices in each applicable Product Category.

All devices in each applicable Product Category must also be compatible with each UGU's various email servers.

Network security features shall be included and maintained on all devices in each applicable Product Category provided by the Contractor throughout the term of this Contract. The UGU's technology department reserves the right to conduct a thorough evaluation of all included network security elements prior to contract implementation and at any time during the term of this Contract.

The Contractor shall ensure that all Copier/MFD network print drivers and device management utilities provided to UGU's and installed under this Contract are fully compatible with the UGU's current network operating systems, as generally described above in this Section and shall provide updates to the UGU on an ongoing basis throughout the term of this Contract as each UGU's network environment evolves, at no cost to the UGU. Furthermore, all Copier/MFD drivers shall be fully compatible with the UGU's Microsoft Active Directory environment.

The Contractor shall be required to install all manufacturer-approved device firmware updates provided such updates have been previously submitted to and approved by the UGU's change management system.

### **III.8 Scan driver/software utility functionality descriptions**

The equipment pricing set forth in Pricing Schedules A1 and A2 includes Copier/MFD scan services to be provided by the Contractor under this Section of the RFP. The Contractor shall provide all Copier/MFDs with the following required scanning functions: Scan-to-email, scan-to-electronic document management system, scan-to-network fax server, scan-to-folder and scan-to-desktop. The Contractor

shall also provide LDAP and active directory authentication functionality to enable each of the Copier/MFDs and scanners to scan and send documents to any email address in any UGU's employee address book.

All Copier/MFDs and scanners shall also be equipped with the ability to scan directly to the electronic document management system of choice and to the network fax server of choice at each UGU.

### **III.9 Print and scan drivers/controllers; responsibility for installation and troubleshooting**

Pricing set forth in all Pricing Schedules shall include necessary print/scan drivers and controllers, and all network administration utilities and updates. As new print/scan drivers are released by the manufacturer(s) of the installed equipment, the Contractor is required to proactively provide said drivers to each UGU's technology department via email or secure download.

Although the Contractor is always ultimately responsible for installing all hardware under this Contract, each UGU's technology department will assist and supervise the Contractor in installing the hardware and will install device drivers and utilities on print servers and workstations. The Contractor resources sufficient to accomplish hardware driver installation and the moving of devices, *if required by the UGU*, must be provided to the UGU's technology department. At all times during the Contract term, it shall be the Contractor's responsibility to troubleshoot all installed hardware.

### **III.10 Build status of equipment**

Only devices in each applicable Product Category being marketed by the Contractor on the inception date of this Contract with a manufacturer-defined build status of either "New" or "Newly Manufactured" models **and used for the first time by the UGU** may be installed at the inception of, and during this Contract. Devices in each applicable Product Category with a manufacturer-defined build status of either "Factory-Produced New," "Rebuilt," "Used," "Reconditioned," "Remanufactured" or "Discontinued" shall **not** be installed during this Contract.

This Section is applicable to all devices in each applicable Product Category installed under this Contract, including those units installed initially and any additional units added by UGU's during the Contract term.

### **III.11 Addition of Monochrome and Color Devices in each applicable Product Category**

Additional numbers of devices in each applicable Product Category not anticipated under Section III.2 will be offered by the Contractor at the contracted hardware and service pricing as listed in Pricing Schedules A1, A2 and B.

UGU may add devices in each applicable Product Category at any time during the Contract term. The Contractor must fulfill such additional equipment requests with equipment meeting the specifications of devices in Section III.2 and as per the terms of this section within ten (10) business days of receipt of a written request from a duly authorized UGU employee.

Adding units will not in any way renew or extend the term of this Contract, although the individual agreements for such additional units may extend beyond the UGU's original Agreement term.

### **III.12 Functionality upgrades of units; One-time flat-rate upgrade charges**

At its sole discretion, UGUs may require certain functional upgrades on various installed equipment from time to time during the course of this Contract. Functionality upgrades may consist of, but not be limited to: Analog Fax Boards for Segment 2 through 5 Copier/MFDs including Color Copier/MFDs as applicable, Hole-Punching for Segment 2 & 3 Copier/MFDs including Color Copier/MFDs as applicable; and Saddle-Stitching for Segment 2 through 5 Copier/MFDs including Color Copier/MFDs as applicable. The one-time flat-rate charges for such upgrades shall be firm during the term of this Contract.

As per Section III.5 above, each device functional upgrade installed will be billed as a one-time flat-rate charge. Functionally upgrading units will not in any way renew or extend the term of the original UGU Agreement.

### **III.13 Annual load-balancing in January during term of each UGU agreement**

UGUs may, in order to balance volume production and preserve the longevity of the Copier/MFDs within each UGUs print environment, require the Contractor to switch existing Copier/MFDs in certain circumstances including, but not limited to, instances where volumes vary dramatically on units within a given Segment, or where certain Copier/MFDs are producing well below or above their expected volumes. Such load-balancing shall be performed annually with timing at the discretion of, and according to the timing instruction of, each UGU, for each UGU Agreement and will be at no charge to the UGU. This Section does not require Contractor to replace existing Copier/MFDs with new devices.

### **III.14 Substituting models of equipment that become discontinued**

Should a Copier/MFD model originally installed under this Contract become discontinued by the manufacturer during the term of this Contract, Contractor shall submit a request for substitution and a revised Price Schedule for approval by Change Order to the State Procurement Officer, prior to installation of the equipment.

Any Copier/MFD model(s) to be substituted must be of equal or greater capability as the Copier/MFD model(s) to be replaced **and** must be offered at the same equipment-related and service costs as listed on the Pricing Schedules as the equipment it replaces.

### **III.15 Duties of the Contractor's factory-trained service technicians and customer support representatives supporting the UGUs Copier/MFD fleet; Training and professional services staff requirements**

Sufficient numbers of factory-trained technicians will be dispatched as necessary and at no additional cost to the UGU to fulfill the uptime and response time provisions of Sections III.17 and III.19 below. To ensure access for support purposes, the Contractor understands that different UGUs offices and buildings may have unique operating hours.

Contractor's factory-trained technician(s) servicing each UGU will, during the Contract term, maintain manufacturer's training certifications on all devices in each applicable Product Category installed in the UGUs fleet.



Contractor's factory-trained service technicians and customer support representatives will always be responsible for effective and prompt reliable customer service, as determined solely by each UGU. Employees of the Contractor shall strictly adhere to UGU regulations while on the premises of any UGU facility, including but not limited to, regulations governing access to buildings, personal conduct, criminal background checks, and possession of prescribed substances or articles.

Specific service-related duties of the Contractor's factory-trained technicians and customer support representatives supporting each respective UGU shall include, but not be limited to, the following:

- a) Being available to respond to service calls from between 8:00 a.m. through 5 p.m. Monday through Friday;
- b) Break/fix repairing of all Devices in each applicable Product Category to include a total quality check of each device prior to closing each service ticket;
- c) Receiving all Copier/MFD device notifications (e.g., fault condition resulting in a non-functioning Device) on a State Agency/Using Governmental Unit-supplied workstation and/or an Print Output Device Vendor-supplied mobile device and resolving all such notifications within four (4) business hours;
- d) Escalating any problems that the customer support representative cannot immediately resolve to a factory trained technician (customer support representative duty only);
- e) Ensuring that each Copier/MFD location has sufficient on-hand supplies of toner and staples according to the anticipated volume of each device over the next thirty (30) days (customer support representative duty only);
- f) At the option of each State Agency/Using Governmental Unit, opening service tickets routed from the State Agency/Using Governmental Unit's Help Desk and closing all such tickets after service resolution is completed;
- g) Proactively performing preventive maintenance (PM) service on all installed devices according to the PM schedule specified by the manufacturer (factory-trained technician duty only);
- h) As authorized by the State Agency/Using Governmental Unit's Information Technology Department, installing print drivers, and troubleshooting print- and scan-related issues; and
- i) Interfacing with the State Agency/Using Governmental Unit's Information Technology and Help Desk regarding all technical issues encountered on an as-needed basis.

Contractor shall provide sufficient numbers of professional services staff member(s) to manage all software installations and otherwise support the networking of all devices in each applicable Product Category.

As parking availability on UGU property is limited, UGUs will not provide or guarantee parking space(s) for the Contractor's personnel. Parking fees for its personnel shall be borne exclusively by the Contractor.

### **III.16 All service calls to be placed with Print Output Device Vendor dispatch center via phone or email; Service credits**

Service calls from UGU offices will all be routed directly to the Contractor's service dispatch center via a designated service hotline answered in person (no recordings except after hours) or via email. Print Output Device Vendor personnel are not, under any circumstances, to give out cell phone numbers to UGU personnel, as all service calls are to be logged and tracked via the Contractor's service call tracking system for reporting purposes.

While servicing the devices in each applicable Product Category, the Contractor's customer support representatives and factory-trained technicians shall authenticate themselves utilizing a special service code provided by the UGU. All copies and prints produced during each service call shall be itemized and credited to the UGU on the subsequent monthly service invoice.

### **III.17 Preventive maintenance**

It shall be the responsibility of the Contractor to perform preventive maintenance (PM) service for each Copier/MFD installed under this Contract according to the PM schedule specified by the equipment manufacturer. At a minimum, the Contractor will ensure that all Segment 1 through 6 units will have PM work performed at minimum once each calendar year during the term of this Contract. A quarterly report of all PM activities will be provided to each UGU's authorized representatives detailing the devices in each applicable Product Category that were serviced during that period identified by device model, name, physical location, IP address and a description of what service was performed on each device.

PM service must be scheduled beforehand with the designated UGU's key operator at each facility to minimize disruption.

Unless otherwise approved by the UGU in writing, UGU employees shall not be responsible for installing or replacing any equipment components or supplies (excluding toner and paper).

### **III.18 Lemon Clause; 98% monthly average uptime performance for the fleet in each Product Category; Definition of uptime**

"Lemon Clause:" For the duration of the Contract period, any individual device in any Product Category that experiences four (4) service calls for the same or related technical problem within a four-week period shall be replaced with a device of the same, equivalent substitute, or upgraded model at no cost to the UGU. It shall be an incumbent duty of the Contractor to replace the device under this "Lemon Clause" without any request or prompting by the UGU or State Procurement Office.

Each individual fleet of devices in each Product Category installed and/or serviced under this Contract at each UGU shall attain at least a 98% average monthly uptime performance.

"Uptime" shall be defined as the number of hours, rounded to the nearest one-quarter hour that a given device in each Product Category is available to be used by an operator. Any number of hours, rounded to the nearest one-quarter hour that a device is not available to be used by an operator shall be counted as "downtime" hours, subject to the following provisions:

Downtime hours shall be tracked and listed on the monthly report required under Section III.6 above by the Contractor and counted under the following circumstances: Due to a failed part, until such time as the replacement part is installed and working properly; Due to a specific capability (i.e., duplexing, document feeding, or scanning, if so equipped) listed in this Contract that is not functioning to the UGU's satisfaction; and Due to copy/print/scan quality that is unreadable or unacceptable for the UGU's purposes.

Downtime hours shall be tracked and listed on the monthly report required under Section III.6 above by the Contractor but not counted under the following circumstances: Due to the four (4) hour response time allowance per service call or email; Due to the number of hours associated with performing preventive maintenance; and Due to obvious and unanticipated customer negligence or abuse.

Contractor shall calculate monthly uptime per device in each Product Category as follows: the total number of uptime hours per calendar month (calculated by multiplying 22 nine-hour working days per calendar month less all countable downtime hours for the month) divided by 198 average working hours per calendar month.

A \$50 per-hour downtime credit shall be applied to the UGU's account on a monthly basis for each hour or partial hour any Product Category fleet is not operational below the 98% requirement. Downtime credits will appear automatically on the next monthly invoice sent to the UGU until such time as the fleet's uptime exceeds 98%.

### **III.19 Network support and operator and user training**

Complete network support, user and operator training shall be provided by a dedicated training specialist for all units in all Product Categories installed by the Contractor.

Initial training must be provided on functioning equipment in each site within 48 hours of delivery and set up. Ongoing training will be provided, as deemed necessary by the UGU, by the Contractor at no additional cost to the UGU. Initial training sessions for delivered equipment will consist of:

- a) A detailed explanation of the features of the system installed;
- b) Hands-on training of the device's features, applications and benefits;
- c) Question and answer period; and
- d) Providing summary user guides ("Quick Tip sheets"), user manuals and other appropriate materials.

### **III.20 Four-hour service response time for equipment**

Service response time shall be within four (4) hours for devices in each applicable Product Category installed in all UGU locations.

For the purposes of this Contract, "service response time" shall be defined as the number of working hours it takes the Contractor's customer support representative or factory-trained technician to begin actual work on the given machine from the time that the service call or email is placed with the Contractor's service dispatch center by an authorized representative of a UGU. For example, a service call or email placed at 2 p.m. on a Wednesday afternoon would need to be physically responded to by 9 a.m. on Thursday morning. The Contractor's customer support representatives or factory-trained technicians shall not give out cell phone or pager numbers to key operators, or otherwise bypass the dispatch and reporting system put in place by the Contractor under this Contract.

### **III.21 Loaner equipment**

In the event that repairs cannot be completed within two business days from the time that the first service call is placed on a device in any Product Category, equivalent loaner equipment shall be provided by the Contractor proactively (without official request by the UGU) and at no additional cost or penalty to the UGU.

### **III.22 Equipment compatibility with recycled paper**

Contractor affirms that the use of up to 100% post-consumer waste content recycled paper by the UGU will not cause the equipment to perform below the uptime performance provisions as set forth in Section III.18 above.

### **III.23 Exclusive utilization of OEM (Original Equipment Manufacturer) branded parts, supplies and consumables for Devices in each applicable Product Category**

At all times throughout the term of this Contract, the Contractor shall exclusively utilize the manufacturer's officially approved and branded Original Equipment Manufacturer (OEM) parts, supplies and consumables in all devices installed in all Product Categories under this Contract. Upon receiving written permission from a UGU, Contractor may provide non-OEM supplies for Network Printers.

### **III.24 Stocking of supplies and high-mortality parts at State Agency/Using Governmental Units; Supplies to be delivered by Print Output Device Vendor personnel; Waste toner recycling**

The Contractor shall always under provide each Copier/MFD UGU location with sufficient supplies (including, but not limited to, such items as toner and staples) to last a minimum of thirty (30) days. All supplies shall be either hand-delivered by the Contractor's personnel or shipped via pre-paid overnight freight service at no charge to the UGU.

At the Contractor's sole discretion, high-mortality consumable parts (including, but not limited to, fuser rollers, feed rollers, corona wires, preventive maintenance kits, and drums) and other parts as required by the Contractor may be stored on-site at a UGU designated location mutually agreed upon by the Contractor. Contractor shall agree to keep all supplies and parts stocked in a neat and orderly fashion, not to store hazardous materials at any UGU location, to obey all local fire codes and other safety regulations. The State and the UGU are not responsible for any lost, stolen or damaged items.

At all times under this Contract, and on an ongoing basis as new toner bottles/cartridges are installed, the Contractor shall be responsible for collecting spent toner bottles/cartridges from each Copier/MFD location and responsibly recycling each bottle/cartridge.

### **III.25 Data encryption and overwrite protections to be included; Data overwrite mandatory every 24 hours and at expiration of Contract term; Hard-drive removal at expiration of Contract term**

The Contractor must ensure that all devices in each applicable Product Category come standard with job encryption to encrypt all jobs being written to the hard drive or non-volatile memory areas. This encryption must be accomplished securely via the most current federal specifications as set forth by the Contractor and agreed to by the UGU.

In addition, after a job is processed and no longer required on the device, the job should be deleted and securely overwritten by random patterns meeting a government recognized standard for this type of activity, such standard to be specified by the Contractor and agreed to by the UGU. The hard drive and non-volatile memory user data areas must have an on-demand overwrite protection capability. This feature should allow for complete secure user data removal from the Copier/MFD on regularly scheduled intervals no longer than every 24 hours. The removal of this data should be accomplished with algorithms from a recognized government specification for this type of activity as specified by the Contractor and agreed to by the UGU and should involve multiple data overwrites with random patterns. This activity should be available as user requirements demand. In addition, this procedure shall apply to all devices in each applicable Product Category installed that have a hard drive and/or the capability of storing data locally and further shall apply during the repair, moving and prior to device de-installation upon the expiration of this Contract or any individual agreements resulting from this Contract. If re-installing a Device's memory, it shall be overwritten at no additional cost to the UGU.

At the completion of the Contract term, the hard drives of each Copier/MFD installed under this Contract shall be removed at no additional cost and presented to the UGU for destruction.

Records shall be kept and provided to the UGU as requested demonstrating and attesting to these procedures being followed. The UGU shall have the right to obtain these records at any time within ten (10) days after written notice.

### **III.26 Print Output Device Vendor Qualifications**

For each Product Category offered in applicable Pricing Schedules, Contractor must be qualified by their respective product manufacturers to supply and service all proposed devices in all Product Categories in all counties in the State of South Carolina. Contractors using any Authorized Dealer/Reseller (independent company) to execute all or part of their commitments made herein, are nevertheless fully responsible to the State for their Authorized Dealer/Reseller under this Contract and will be liable in the event an Authorized Dealer/Reseller fails to comply with any of the terms and conditions contained herein.

### **III.27 Assessment prior to installation**

Contractor will perform, with the consent of the UGU, a comprehensive physical walk-through assessment of all print output devices (Copier/MFDs, Network Printers, Wide-Format Printers, Digital Duplicators and Scanners) at each UGU location prior to making device recommendations, issuing quotes and performing installation of equipment. Where multiple Contractors are awarded in the same Product Category, the UGU may elect to have any one or more of the awarded Contractors conduct an assessment for purposes of making recommendations and comparing prices.

An initial physical assessment will result in a transition plan that will include the following reported elements at minimum for each UGU:

- a) A comprehensive inventory of all existing Copier/MFDs, Network Printers, Wide-Format Printers, Digital Duplicators and Scanners according to the respective Product Categories awarded to the Contractor;

- b) The volume and workflow need of each respective location are appropriate to the capacities of the devices in each applicable Product Category anticipated for installation;
- c) There is adequate electrical service for Copier/MFD installation;
- d) The floor space will accommodate the Copier/MFD to be installed. If electrical service and/or network drop changes are required, they will be the responsibility of the UGU;
- e) A sufficient need exists for the proposed replacement devices in each Product Category;
- f) Whether a given unit's workload can be combined with that of a nearby unit;
- g) The existing Network and Local Printers are properly deployed from a functional, workload and locational perspective and, if not, providing a concise transition plan including recommendations for redeployment, swapping or removal of each device;
- h) A recommended Print Output Device Placement/Usage Policy appropriate to each UGU is provided; and
- i) A comprehensive cost savings plan showing the monthly amount and percentage of hard-dollar savings in each Product Category based on the proposal(s) submitted by the Contractor.

Following the required walk-through of all UGU locations, the Contractor(s) selected by the UGU must produce device maps of all print output devices. These maps must be presented to the appropriate UGU and Recovery Analytics Solutions, (RAS) representatives. Maps must show, at minimum, the location and device model number of each current device, the device's average monthly mono/color volume, the Contractor's device recommendation (keep/remove/upgrade/downgrade/consolidate) and the locations of all proposed devices.

The transition plans required under this Section must be sent to the appropriate UGU and to RAS representatives. Copies of all transition plans and pricing proposals submitted to all UGUs must be provided via email to [jsmith@ras-dc.com](mailto:jsmith@ras-dc.com) or the current contact on the state contract sheet prior to any device installations under this Contract. At least one (1) phone conference or webinar must be conducted with RAS representatives for each proposed set of device acquisitions. Contractor proposals involving more than 50 devices being installed within any 90-day time period will, at the discretion of each respective UGU, require an in-person meeting with RAS and UGU representatives.

#### **DELIVERY/PERFORMANCE LOCATION -- PURCHASE ORDER (JAN 2006)**

After award, all deliveries shall be made and all services provided to the location specified by the Using Governmental Unit in its purchase order. [03-3015-1]

#### **DELIVERY DATE -- 30 DAYS ARO (JAN 2006)**

Unless otherwise specified herein, all items shall be delivered no later than thirty days after contractor's receipt of the purchase order. If the using governmental unit requests delivery sooner than the time specified, contractor may invoice the ordering entity any additional shipping charges approved by the ordering entity on the purchase order. [03-3037-1]

#### **QUALITY -- NEW (JAN 2006)**

All items must be new. [03-3060-1]

## **ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (JUN 2015)**

- (a) Procurement Services (PS) issues and maintains master State contracts for the benefit of all South Carolina state and local public entities. These contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. A using governmental unit, by participating in this contract, owes (PS) an administrative services fee (“fee”). Participating using governmental units shall pay the fee to contractor as a part of the contract price. The amount of the fee shall be calculated in accordance with the clause titled “ADMINISTRATIVE SERVICES FEE – CALCULATION.” Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. The price stated in any offeror’s bid or proposal shall include all amounts necessary for contractor to meet this obligation. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee. (b) As used in this clause, the term “reporting period” means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at: Procurement Services Division Attn: Reports Manager 1201 Main Street, Suite 600 Columbia, SC 29201 Phone: (803) 737-0600 (ask to speak to the Reports Manager) Failure to receive the information packet does not relieve contractor from its obligations hereunder. (c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor’s name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds) including those units purchased outright or leased, the applicable monthly rental charges, total number of units (if practicable), service/supply revenue, overage charges, sales of accessories, and the number, date, and amount of contractor’s check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report. (d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor’s records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit. (e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys’ fees (and fees for inside counsel), whether or not PS commences legal action. (f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:
- (1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;
  - (2) terminate this contract;
  - (3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.
- (g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. [3090-1]

## **ADMINISTRATIVE SERVICES FEE – CALCULATION –ITMO (MODIFIED)**

For each reporting period, Contractor shall pay to PS a fee equal to seven (7.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of all hardware, purchase, lease (through the State’s separate leasing program), all-inclusive rental, service/supply and software/accessory-related revenue generated in any Product Category from any public procurement unit pursuant to this contract.

In order to expedite the Monthly Administrative Fee payments identified in this Section, if actual service billing records based on actual volumes are not available, the Print Output Device Vendor may estimate service billing. Any estimated service billing for Copier/MFDs must be based on the estimated monthly volumes set forth in Section III.2. If estimated service billing is being used to expedite the Monthly Administrative Fee payments, Monthly Administrative Fee reconciliations must be performed quarterly based on the previous quarter's actual monochrome and color print volumes for each State Agency/Using Governmental Unit. Such Monthly Administrative Fee reconciliations must occur within thirty days of the close of the prior quarter's reconciliation period. The Print Output Device Vendor must notify the STATE whether estimated service/supply billing is being used for the purposes of calculating the Monthly Fee due.



## **IV. INFORMATION FOR OFFERORS TO SUBMIT**

### **INFORMATION FOR OFFERORS TO SUBMIT -- GENERAL (MODIFIED)**

You shall submit a signed Cover Page and Page Two. You shall submit your offer on-line, and upload an image of a signed Cover Page and Page Two in your Technical and/or Business proposal documents.

Your offer should include all other information and documents requested in this part and in parts:

II.B. Special Instructions; III. Scope of Work; V. Qualifications; VIII. Bidding Schedule/Price Proposal; and any appropriate attachments addressed in Part IX. Attachments to Solicitations.

You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein, if any, including policy types; coverage types; limits, sub-limits, and deductibles for each policy and coverage type; the carrier's A.M. Best rating; and whether the policy is written on an occurrence or claims-made basis. [04-4010-2]

### **INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (MODIFIED)**

In addition to information requested elsewhere in this solicitation, offerors should submit the following information for purposes of evaluation:

[04-4005-1]

### **TECHNICAL PROPOSAL – RESPONSE FORMAT**

To assist the Technical Proposal evaluators, Offeror are asked to respond by addressing the Sections described below. Please address each Section in the order stated to provide consistency to the evaluators and to ensure your proposal addresses each area. Within each sub-section of the Technical Proposal as set forth below in Section IV, Offerors are required to provide answers related to each Product Category being proposed. If a given question within a sub-section is not applicable to a specific Product Category being proposed, please so indicate.

The Technical Proposal shall not include pricing information or refer or depend on pricing specifics covered in your Business Proposal. Pricing will be evaluated separately and instructions for the Business Proposal for pricing information is under Section VIII.

#### **IV.1 TECHNICAL REQUIREMENTS RESPONSES**

- IV.1.1** Offerors may participate in one or more Product Categories. Please describe each of the Product Categories that you are offering and present the qualified provider credentials for any product, service, software or equipment, other than your own where you are the OEM.
- IV.1.2** Offerors shall include a data sheet reflecting the entire product line in each respective Product Category offered. Describe any product deviations to the specification requirements as stated in Section III.2 of this Solicitation. Please be specific for each model you are proposing, no matter how minor the deviation may be. Product deviations that exceed the minimum specifications required under Sections III.2 need not be noted.

- IV.1.3** Offeror shall provide a list of all network types generally compatible with all devices in each applicable Product Category being proposed. In addition, all embedded network security elements included on all Devices in each applicable Product Category shall be listed and described.
- VI.1.4** Offeror shall confirm that a device volume tracking software solution is included in your company's proposed pricing, or whether this software is being offered at an additional cost. Please also indicate how print and copy meter readings by UGU location will be provided under this Contract. Please also provide a brief description of the capabilities and limitations of the ID code and meter reading solution, including, but not limited to:
- a) How UGU staff will be authenticated for print and walk-up jobs; and
  - b) How UGU staff be able to review and monitor print/copy volume data to reconcile billing;
  - c) What UGU network access will be required to generate Contractor billing; and
  - d) What involvement from the UGUs technology department will be required to set up the tracking functionality on each device.
- VI.1.5** As specified in Section III.25, all job data sent from or to the proposed devices in each applicable Product Category must be encrypted. Please identify the specific technologies utilized to always enforce encryption. For instance, the Offeror shall describe which supported network protocols can be of the encrypted variety. Do the proposed devices support encrypted IPP / LDAP? What SSL versions are included? From the perspective of the UGU, the more encrypted protocol flavors with accompanying supported client drivers that are described in this Section the better.
- VI.1.6** Offeror shall describe its specific environmental sustainability programs to be implemented under this Contract. A generic environmental policy brochure without customization for the UGUs is not a sufficient response. Examples of specific programs the UGUs are interested in include but are not limited to: EPEAT (Electronic Product Environment Assessment Tool) compliance, EnergyStar certification, toner recycling programs, defaulting all units and drivers to duplex mode, inclusion of recycled (or recyclable) materials into all proposed Devices and biodegradable toners and materials. While general corporate initiatives of the manufacturing company should be provided as well, UGUs are keenly interested in any program that the Offeror can provide on a custom basis that will assist the UGUs in reducing greenhouse gas emissions.
- IV.1.9** Offeror shall provide the NEMA plug configuration type of each model in each Product Category being proposed.
- IV.1.10** Offeror shall state whether each proposed color-capable Copier/MFD will be set from the factory to default to monochrome functionality as the priority document imaging mode for walk-up copy, scanning and print-driver users. Also indicate whether monochrome-only print drivers will be made available for users of color-capable devices in each applicable Product Category being proposed.
- IV.1.11** Offeror shall indicate whether universal print drivers can be made available for to enable printing to all proposed devices in each applicable Product Category. Identify any functionality (such as duplexing, stapling or hole punching) that may be unavailable on the universal print drivers to be provided.

- IV.1.12** Offeror shall indicate whether the proposed devices in each applicable Product Category can be configured to securely hold all print jobs at the device until released using an acceptable password number. Please also indicate whether user identification codes can be set up globally for all devices and/or on individual devices from a remote location. Please describe whether the proposed devices can share jobs among devices in the same platform.
- IV.1.13** Offeror shall state whether color scanning capability is included on any of the monochrome models being proposed.
- IV.1.14** Offeror shall state whether printing/scanning to/from a USB thumb/flash drive is included on any of the models being proposed.
- IV.1.15** Offeror shall state whether two-sided one-pass scanning (i.e., “simultaneous” or “perfect” scanning) capability is included on any of the models being proposed.
- IV.1.16** Offeror shall describe whether the Copier/MFDs being proposed can create text-searchable PDF files providing greater access to documents archived in shared files and folders.
- IV.1.17** For each Copier/MFD and Scanner proposed, Offeror shall confirm that each device proposed is configured with ability to scan documents directly to an electronic document management system maintained by each respective UGU as required by Section III.8 above. Offeror shall also indicate the brand names of all electronic document management system solutions that are compatible with, and any that are incompatible with, the devices in each applicable Product Category as proposed without any additional cost.
- IV.1.18** Offeror shall state whether the proposed Pricing Schedules A1, A2, B, C1 and C2 costs for Copier/MFDs and Scanners include OCR software. If OCR software is included in your pricing, please indicate whether it is embedded in the device or a separate desktop application.
- IV.1.19** Offer shall respond to the following:
- a) Please state whether the scanning system for each proposed Copier/MFD is configured to support common network user authorization, authentication schemes and common directory protocols such as LDAP and native active directory.
  - b) Are the processes the same as those required by the users’ network login e.g., user name and password?
  - c) Can a user’s name be added to the “From” field for further verification of the sender?
  - d) Does each Copier/MFD need to be programmed manually (remotely or otherwise) to incorporate each authorized user’s email addresses or can email addresses be pulled via a lookup process to the user’s address book?
- IV.1.20** Offeror shall state whether each proposed device allows scanned documents to be encrypted for security purposes (if so, please describe your encryption process).
- IV.1.21** Please indicate whether users can scan to a Windows share location on each Copier/MFD being proposed. Please describe the procedures required for setting up Windows share locations.
- IV.1.22** Offeror shall state whether email notifications can be sent automatically to the designated UGU key operator and the Contractor’s service personnel when each of the proposed units are out of paper, out of toner or otherwise require key operator attention.

- IV.1.23** Provide a brief description of how prints and copies will be separated on the finisher, exit trays, or both, of each model in each Product Category being proposed.
- IV.1.24** Provide the item numbers and brand names for mailing labels and transparencies that are compatible with each Copier/MFD being proposed. The Offeror shall certify that the transparency film and mailing labels stated will run reliably on all Copier/MFDs being proposed. If the proposed Copier/MFDs are able to run the transparency film and mailing labels from all paper sources (drawers plus bypass), or if the paper sources are restricted when running this stock, the Offeror shall so state.
- IV.1.25** Please list and describe the specific network security elements (e.g., encryption type, secure printing, hard drive cleaning every set number of hours) that Offeror is including in its Pricing Schedules for devices in each applicable Product Category. Please provide the specific federal data security standards that each of Offeror's proposed products meet or exceed.
- IV.1.26** Indicate whether Offeror is including tape (perfect or "glue"), GBC or ring binding for the Segment 6 Monochrome Production and Color Production units in its Pricing Schedule A1 and A2 hardware-related pricing proposal. Describe the process of completing sets of booklets including whether any manual intervention (such as manually inserting binding spines) is required to finish completed sets. Also, please describe the per-booklet sheet size and capacity of the binding option included. Lastly, explain whether any consumables (tape, glue, GBC dies, binding spines and/or rings) are included in Offeror's service/supply pricing set forth in Pricing Schedules A and B.

## **IV.2 SUPPORT AND SERVICE RESPONSES**

- IV.2.1** Offeror must have the capacity to serve all UGUs, in all counties within the boundaries of the State of South Carolina. Offeror may do so directly and/or through an authorized dealers/resellers network. Offeror shall be responsible for the performance of any authorized dealers/resellers and ensure they know and understand the terms and conditions of the Contract, agree to represent the Contract accurately and honor it in full. The Offeror will remain fully responsible to the State and UGUs should any authorized dealers/resellers fail to comply or perform according to the terms and conditions of the Contract. The Contractor is responsible for accepting orders/POs, initiating invoices and accepting remittance from UGUs unless special arrangements are agreed upon with the State to allow direct orders, billings and remittance activities. Regardless, the Contractor remains responsible to the State for all Administrative Fees and Activity Reporting requirements under the Contract for all authorized dealer/reseller activity.
- IV.2.2** Offeror shall confirm their agreement to provide service- and support-related contractual terms and conditions in accordance with Sections III.3 -through III.27. If an Offeror has any deviation, they must explain in full what they are by Product Category. Deviations will not necessarily eliminate Offeror from further consideration. The State will consider explanations given for any deviations and may accept when a reasonable and equitable option justifies doing so. If no deviations are stated, it shall indicate none exist. As examples, if an Offeror were to offer 96% fleet-wide average Copier/MFD uptime, or required a cap on the number of Copier/MFDs that UGUs could add during each year the Contract is in effect, those deviations would not eliminate the proposal from consideration, but would be taken into consideration by the State and determined acceptable in the context of the Offeror's entire proposal versus the proposals submitted by other offerors. However, all such deviations, no matter how minor, must be noted and explained in the Technical Proposal.

- IV.2.3** Offeror shall confirm that the Administrative Fee required in Section VII.B. is included in all hardware sales, leases, all-inclusive rentals, and service/supply revenue for all products in all Product Categories on all Pricing Schedules. Offeror agrees to submitting a monthly estimated fee payment that will be reconciled and adjusted based on actual revenue generation under this Contract as reported on the Quarterly Usage Report.
- IV.2.4** Please provide any terms and conditions that your company will require as a part of a final contractual agreement including any third-party agreements.
- IV.2.5** Additionally, please indicate in this section of your firm's response whether your servicing dealer technicians will be manufacturer-certified to provide break/fix duties on all monochrome and color Devices in each applicable Product Category.
- IV.2.6** In this Section, the prospective Print Output Device Vendor shall list the preventive maintenance (PM) schedule (in terms of copy/print count intervals, time period intervals, or both), including both mini-PM and full-PM schedules if applicable, for all Devices in each applicable Product Category being proposed. Please indicate the approximate number of hours required to perform mini-PMs and full PMs. In addition, please state affirmatively (by simply answering "yes" or "no") whether the PM schedules published by Buyers Laboratory Inc. (BLI) will be followed. If the PM schedule, methodology, or both to which your company prescribes are different from that which the manufacturer recommends (for example, if your technicians perform regular cleaning on every service call and do not follow the manufacturer's set PM schedules), please indicate "no" and explain in this Section. Whether your company's answer is "yes" or "no," please describe the manner in which the State Agency/Using Governmental Unit will be informed of PM work that has been performed on the various units installed.
- IV.2.7** In this Section, for each Copier/MFD being proposed, the prospective Print Output Device Vendor shall clearly list which components or parts will be considered user-replaceable. Further, the approximate aggregate time involvement to replace these components or parts per Copier/MFD per month shall be listed for each Copier/MFD being proposed.
- IV.2.8** Please confirm that your company will be able to provide billing data files (to the device and user levels) to the exact same column length and language specifications for electronic file uploading into the ERP system at each State Agency/Using Governmental Unit. Also confirm your firm's understanding that each State Agency/Using Governmental Unit has its own ERP systems with its own requirements and that your company will accommodate the needs of each.
- IV.2.9** Please provide documentation (in the form of a notarized Joint Venture agreement) of any intent to use another company(ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP. In this Section please indicate the name of any sub-contracting entity being used and the purpose of that entity's involvement. STATE reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of certain subcontracted work.

- IV.2.10** Please provide any relevant input for STATE to consider based on your experience with State Agency/Using Governmental Units and/or other current Print Output Device customers. Topics for inclusion may include, but not be limited to: (i) Obstacles to a successful program within previously encountered State Agency/Using Governmental Unit environments; (ii) Recommendations for reducing overall print usage, reducing printer populations, and cultural change management considerations; (iii) Similarities/differences in a more typical or optimal program structure based on your analysis of the requirements of this RFP; and (iv) any other relevant items.

### **IV.3 CORPORATE EXPERIENCE RESPONSES**

- IV.3.1** In this Section, Print Output Device Vendors shall provide the Contact name(s) and title(s) of the individual(s) responsible for the company's proposal and negotiation during this RFP process. Please include the organizational chart beginning with your account management team through to the CEO of your company.
- IV.3.2** Provide a brief corporate history and overview, inclusive of the Print Output Device Vendor's headquarters address and all other corporate offices in the State of South Carolina.
- IV.3.3** STATE requires each proposing Print Output Device Vendor to provide the following data about their company: (a) Whether the Print Output Device Vendor, through its various dealer/branch locations, is authorized to sell/service Devices in each applicable Product Category in each County in the State of South Carolina. Please provide a complete listing of any and all branches and/or independent servicing dealers along with the Counties in the State of South Carolina each is responsible for; (b) The Print Output Device Vendor's (including all authorized dealers) total number of full-time employees (including sales, service and support personnel) based in each County in the State of South Carolina; (c) The number of Print Output Device Vendor (including all authorized dealer)-employed factory-certified technicians based in each County in the State of South Carolina (please count each technician only once according to the primary territory covered); (d) The Copier/MFD, Network Printer, Wide-Format Printer, Digital Duplicator and Scanner machine in field (MIF) population in each County in the State of South Carolina; (e) The Print Output Device Vendor's (including all authorized dealers') total square footage of sales/service offices and equipment/parts/supplies warehouse facilities in each County in the State of South Carolina; (f) The total number of servicing dealers/branches in South Carolina; (g) The total Copier/MFD hardware-related sales revenue generated by all dealers/branches in all State Agencies and Using Governmental Units under the NASPO/WSCA program in calendar year 2019 & 2020; and (h) A comprehensive listing of all sales/service data on all Devices in all Product Categories placed in 2019 & 2020 with any UGU regardless of whether any national or statewide contract was used. This listing shall include, but not be limited to, each Device model number and serial number placed at each State Agency and/or UGU, service/rental/lease expiration dates as applicable, average monthly monochrome/color volume, purchase/rental/lease cost as applicable, contract vehicle used to place the Device as applicable, and the monochrome/color service costs per impression for applicable State Agency/Using Governmental Units under each consortia contract (including, but not limited to, NASPO/WSCA, US Communities, E&I Cooperative and NJPA) in calendar year 2019 & 2020.

- IV.3.4** Print Output Device Vendors shall provide a manufacturer support letter stating that in the unlikely event any authorized dealer is unable to provide sales or service functions, the manufacturer will arrange for or provide all necessary parts and service support with a replacement authorized dealer at the same prices quoted on Pricing Schedules A1, A2, B, C1 and C2. The manufacturer will also guarantee in its letter that all products installed under this Contract will be fully compatible with future versions of the most popular network operating systems.
- IV.3.5** Please indicate in this section whether your company is factory-authorized to provide service, or whether a specific named authorized subcontractor will be used to provide service for product(s) within each Product Category.
- IV.3.6** Discuss the specific role and responsibility of each key team member in providing the requested services to include both prime and sub-contractor(s). As key personnel are often considered in the evaluation of a proposal, Contactor must identify its key personnel. If key personnel cannot be named at the time of proposal submittal, the Print Output Device Vendor must specify the reason and present a plan to include key personnel.
- IV.3.7** In this Section of its proposal, the Print Output Device Vendor will clearly state its funding source, or state that it is using an internal funding source for its proposed all-inclusive rental program (if available). If using an internal funding source, the prospective Print Output Device Vendor shall state whether this is a private label rental arrangement with a third-party company or an internal source of funds. If a private label arrangement is proposed, the company supporting that arrangement must be stated in this Section.
- IV.3.8** Provide the date of your company's founding and the number of years providing the specific equipment brand(s) and related services being proposed to STATE under this RFP.
- IV.3.9** Provide your company's legal trade status (privately held corporation, etc.).

#### **IV.4 ASSESSMENT/IMPLEMENTATION PLAN RESPONSES**

- IV.4.1** For each Equipment Category (Copier/MFD, Network Printer, Wide-Format Printer, Digital Duplicator and Scanner), the Print Output Device Vendor shall provide a detailed work plan with anticipated dates for step-by-step completion in accordance with the requirements contained in this RFP. Include in your plan an estimated completion date for all preliminary assessments for all State Agencies and Using Governmental Units. As indicated in Section III.27 of the Statement of Work it is mandatory for the winning firm to perform detailed physical walk-through assessments of each respective State Agency/Using Governmental Unit's site prior to any installations or support takeover. Documented proof of each physical walk-through assessment conducted consisting of weekly reports of each site assessed, names of State Agency/Using Governmental Unit's staff visited, preliminary recommendations and names of Print Output Device Vendor representatives visiting each location will be required. Each State Agency/Using Governmental Unit retains the right to independently accept, reject or modify any assessment/installation/support plan provided by the Print Output Device Vendor.

Specific information required in this Section include: (a) The proposed number of your Firm's staff that will typically be assigned per team to conduct assessments at each State Agency/Using Governmental Unit; (b) The number of teams that will be assigned to perform site assessments at each State Agency/Using Governmental Unit; (c) Typical equipment placement criteria and guidelines for approval by State Agency/Using Governmental Unit management; (d) Typical recommendations for State Agency/Using Governmental Unit management approval related to reducing the aggregate numbers of Copier/MFDs, Network/Local Printers and Scanners during the Contract term; (e) Typical recommendations related to reducing printed page costs compared to the existing equipment in place; and (f) Proposed dates for each anticipated project phase.

- IV.4.2** The installation plan shall also include necessary space and electrical requirements (NEMA plug types) for each model proposed in each Product Category under the various Pricing Schedules.
- IV.4.3** The Print Output Device Vendor shall also include a plan for scheduling optional "Technology Showcases" at certain State Agency/Using Governmental Unit sites to display and promote the latest technology being implemented. The anticipated number of additional Print Output Device Vendor personnel required for Copier/MFD installation and training at the beginning of any Contract resulting from this RFP process shall also be listed. The Print Output Device Vendor will indicate whether the initial key-operator training will be performed by dedicated company trainers or by sales representatives. Coordinating the scheduling of installation, service and training personnel shall at all times be the sole responsibility of Print Output Device Vendor.
- IV.4.4** The Print Output Device Vendor shall include a general plan for providing back-up on-site Print Output Device personnel during vacations and sicknesses.
- IV.4.5** Please describe in detail how your company will provide installation, training and troubleshooting support to the State Agency/Using Governmental Unit's desktop services and end-user support teams for devices in each Product Category. The description will include, but not be limited to: A description of the administrative-level training typically provided to enhance Copier/MFD setup; A discussion of the steps to be taken in the event of installation/operation problems related to printing/scanning; How print/scan drivers and software, and related updates, will be provided to the State Agency/Using Governmental Unit's Information Technology Department for installation on the State Agency/Using Governmental Unit's administrative workstations; How jobs will be electronically transmitted to a Copy Center facility if present; and How the Print Output Device Vendor's off-site help desk personnel will work together with the State Agency/Using Governmental Unit's Information Technology department support personnel.
- IV.4.6** Provide the name and resume of the Account Executive who will be the primary contact for STATE.



## **IV.5 REFERENCES RESPONSES**

**IV.5.1** In this Section, please provide five (5) State of South Carolina governmental agency references for Print Output Devices. Please include only customer references of contracts initiated within the previous three (3) calendar years. At least three (3) of the references must be from the Copier/MFD Product Category if that Product Category is being proposed by your firm. The strong preference of STATE is to contract with Print Output Device Vendors that have demonstrable experience working with State of South Carolina government agencies and SC school districts. STATE may contact these references during the evaluation process. Information provided for each contracted customer shall include:

**IV.5.1.1** State Agency/Using Governmental Unit SC school district and client name;

**IV.5.1.2** Dates of Contract;

**IV.5.1.3** Name of your company's project manager or other representative;

**IV.5.1.4** Reference contact person, direct-line phone number and email address;

**IV.5.1.5** Annual aggregate dollar value of Contract with your company;

**IV.5.1.6** Whether your company provides break/fix service directly or through an authorized servicing dealer (please list the name of the servicing dealer that provides break/fix service as applicable);

**IV.5.1.7** Number of Devices in each applicable Product Category that are covered under a service contract with this client; and

**IV.5.1.8** Percentage of Devices in each applicable Product Category your firm sold to this account and is responsible for servicing compared to the total number of Devices in each applicable Product Category that this customer has in place;

**IV.5.2** Please describe the networking-related and other certifications of your IT support staff.

**IV.5.3** Provide a list of clients your company has lost in the past five years and why you lost them. Include South Carolina State Agency/Using Governmental Units if applicable.

## **IV.6 TESTING**

**IV.6.1** As part of the evaluation process that certain State Agencies/Using Governmental Units may elect once Contract awards have been made by the STATE, testing on the Devices in each applicable Product Category may be required. This optional testing element may be selected at the sole discretion of, and at no cost to, any given State Agency or Using Governmental Unit

If State Agency/Using Governmental Units choose to conduct proof of concept testing, all awarded Print Output Device Vendors in any given Product Category may not be a part of this phase of the evaluation process. If selected to be a part of this evaluation process, awarded Print Output Device Vendors may be required to have one complete system of each type proposed in response to the specifications of this RFP delivered to a location and on a date to be designated by the State Agency/Using Governmental Unit. Print Output Device Vendors are requested to indicate in this Section of their proposal whether they will comply with STATE's optional requirement to test recommended solutions. Equipment evaluations for Devices in each applicable Product Category, if conducted, are expected to last for up to one (1) week. Segment 6 Monochrome and Color Production Device evaluations may take place either at a customer site or Print Output Device Vendor showroom.

The Print Output Device Vendor's proposed solution will be judged during the optional on-site testing period on a number of factors, including, but not limited to: Producing copy jobs; overall image quality; multi-tasking capability with handling simultaneous job streams; network security evaluations; ability to retrieve secure print jobs and track print/copy volumes by user code; and compatibility with each State Agency/Using Governmental Unit's network environment. Upon installation of the evaluation units, it shall be the Print Output Device Vendor's responsibility to provide full installation and training support, including network connectivity training. Print Output Device Vendors will be judged in part based on the professionalism and knowledge of their networking support staff.

Print Output Device Vendors are to specify in this Section that, should they be selected to submit units for evaluation purposes, the equipment installed by Print Output Device Vendor will meet or exceed all specifications contained in this RFP in all respects, unless otherwise agreed to in writing by the State Agency/Using Governmental Unit.

**IV.6.2** Please confirm responses to the State's requirements relative to the disbursement of COC Funds:

1. Any COC Funds will be used solely for the purpose intended: To pay off the remaining lease or service contract balances. Vendor Response:
2. Any COC Funds will be issued directly to each respective UGU or to the leasing/servicing contract entity and not to SFAA. Vendor Response:
3. COC Funds will be held by the proposing vendor until and unless Funds are needed. Vendor Response:
4. Vendor will state a clear reporting mechanism showing funding allocations and any remaining balances. Vendor Response:
5. Funds will be made available by the vendor on a first-come, first-served basis relative to UGU requests. Vendor Response:

**IV.6.3** The Print Output Device Vendor shall describe in full and explain any non-chargeable elements that are included in Pricing Schedules A1, A2, B, C1 and C2 and that are not part of the RFP's requirements. Examples of such elements might include behavior modification software, OCR software or other specific product capabilities that exceed the specifications stated herein. *Please do not list and describe items in this Section that are required by the terms of the RFP or that are being offered at an additional cost.* This Section is not intended to be an opportunity for Print Output Device Vendors to summarize the proposal's benefits or to list other services that may be available at an extra cost.

**MINORITY PARTICIPATION (DEC 2015)**

Is the bidder a South Carolina Certified Minority Business?  Yes  No

Is the bidder a Minority Business certified by another governmental entity?  Yes  No

If so, please list the certifying governmental entity: \_\_\_\_\_

Will any of the work under this contract be performed by a SC certified Minority Business as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a SC certified Minority Business as a subcontractor? \_\_\_\_\_

Will any of the work under this contract be performed by a minority business certified by another governmental entity as a subcontractor?  Yes  No

If so, what percentage of the total value of the contract will be performed by a minority business certified by another governmental entity as a subcontractor? \_\_\_\_\_

If a certified Minority Business is participating in this contract, please indicate all categories for which the Business is certified:

- Traditional minority
- Traditional minority, but female
- Women (Caucasian females)
- Hispanic minorities
- DOT referral (Traditional minority)
- DOT referral (Caucasian female)
- Temporary certification
- SBA 8 (a) certification referral
- Other minorities (Native American, Asian, etc.)

(If more than one minority contractor will be utilized in the performance of this contract, please provide the information above for each minority business.)

The Department of Administration, Division of Small and Minority Business Contracting and Certification, publishes a list of certified minority firms. The Minority Business Directory is available at the following URL: [7](#). [04-4015-3]

**OFFSHORE CONTRACTING (JAN 2006)**

Work that will be performed offshore by the Offeror and/or its subcontractors must be identified in the Offeror's response. For the purpose of this solicitation, offshore is defined as outside the 50 States and US territories. Offeror is to include an explanation for the following:

(a) What type of work is being contracted offshore? \_\_\_\_\_

(b) What percentage (%) of the total work is being contracted offshore? \_\_\_\_\_

(c) What percentage (%) of the total value of the contract is being contracted offshore?  
\_\_\_\_\_

(d) Provide a Service Level Agreement (SLA) demonstrating the arrangement between the off-shore contractor and the Offeror. Attach Service Level Agreement to this document or paste here. Data provided by the Offeror in regards to this clause is for information only and will not be used in the evaluation and determination of an award.

[04-4020-1]

## **SUBMITTING REDACTED OFFERS (MODIFIED)**

Redacted copies of all documents submitted shall be included and be marked "REDACTED – TECHNICAL", etc., whether any portion of your submission is marked according to this clause or not. If your offer includes any information that you marked as "Confidential," "Trade Secret," or "Protected" in accordance with the clause entitled "Submitting Confidential Information," you must also submit one complete copy of your offer from which you have removed or concealed such information ( the redacted copy). The redacted copy should (i) reflect the same pagination as the original, (ii) show the empty space from which information was redacted, and (iii) be submitted on magnetic media. (See clause entitled "Electronic Copies - Required Media and Format.") Except for the information removed or concealed, the redacted copy must be identical to your original offer, and the Procurement Officer must be able to view, search, copy and print the redacted copy without a password. [04-4030-2]

**END OF SECTION IV**

## V. QUALIFICATIONS

### QUALIFICATIONS OF OFFEROR (MAR 2015)

(1) To be eligible for award, you must have the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance. We may also consider a documented commitment from a satisfactory source that will provide you with a capability. We may consider information from any source at any time prior to award. We may elect to consider:

- (i) key personnel, any predecessor business, and any key personnel of any predecessor business, including any facts arising prior to the date a business was established, and/or
- (ii) any subcontractor you identify.

(2) You must promptly furnish satisfactory evidence of responsibility upon request. Unreasonable failure to supply requested information is grounds for rejection.

(3) Corporate subsidiaries are cautioned that the financial capability of an affiliated or parent company will not be considered in determining financial capability; however, we may elect to consider any security, e.g., letter of credit, performance bond, parent-company corporate guaranty, that you offer to provide. Instructions and forms to help assure acceptability are posted on [www.procurement.sc.gov](http://www.procurement.sc.gov), link to "Standard Clauses & Provisions." [05-5005-2]

### QUALIFICATIONS - SPECIAL STANDARDS OF RESPONSIBILITY (MODIFIED)

(a) This section establishes special standards of responsibility. **UNLESS YOU POSSESS THE FOLLOWING MANDATORY MINIMUM QUALIFICATIONS, DO NOT SUBMIT AN OFFER.**

- 1) Demonstrate service coverage capability to all UGUs, in all counties in the State of South Carolina for the devices and services proposed in Product Categories offered.
- 2) Ability to provide start to finish administration of the contract whether direct or through an authorized dealer/reseller. Includes receipt of all orders, issuance of invoices, acceptance of payments, submission of all usage reports (on an actual basis) and payment of administrative fees.
- 3) Current status on usage report requirements and payment of administrative fees on any and all past and present contracts with the State of SC.
- 4) **MUST be the Manufacturer or an Authorized Reseller/Dealer of the products being proposed in each Product Category. All Resellers/Dealers must submit a letter of authorization from the Manufacturer with their proposal.**

(b) Provide a detailed, narrative statement with adequate information to establish that you meet all the requirements stated in subparagraph (a) above. Include all appropriate documentation. If you intend for us to consider the qualifications of your key personnel, predecessor business(es), or subcontractor(s), explain the relationship between you and such person or entity. [R. 19-445.2125(F)]

[05-5010-2]

### QUALIFICATIONS -- REQUIRED INFORMATION (MODIFIED)

If requested by the procurement officer, submit the following information or documentation for you and for any subcontractor (at any tier level) that you identify pursuant to the clause titled Subcontractor - Identification. Err on the side of inclusion. You represent that the information provided is complete.

(a) The general history and experience of the business in providing work of similar size and scope.

(b) Information reflecting the current financial position. Include the most current financial statement and financial statements for the last two fiscal years. If the financial statements have been audited in accordance with the following requirements, provide the audited version of those statements. [Reference Statement of Financial Accounting Concepts No. 5 (FASB, December, 1984), as amended.]

- (c) A detailed, narrative statement listing the three most recent, comparable contracts (including contact information) which have been performed. For each contract, describe how the supplies or services provided are similar to those requested by this solicitation, and how they differ.
- (d) A list of every business for which supplies or services substantially similar to those sought with this solicitation have been provided, at any time during the past three years.
- (e) A list of every South Carolina public body for which supplies or services have been provided at any time during the past three years, if any.
- (f) List of failed projects, suspensions, debarments, and significant litigation.

### **SUBCONTRACTOR -- IDENTIFICATION (FEB 2015)**

If you intend to subcontract, at any tier level, with another business for any portion of the work and that portion either

- (1) exceeds 10% of your cost,
- (2) involves access to any "government information," as defined in the clause entitled "Information Security - Definitions," if included, or
- (3) otherwise involves services critical to your performance of the work (err on the side of inclusion), your offer must identify that business and the work which they are to perform.

If you are using a network of Authorized Dealer/Resellers to execute the contract, provide a complete list, with the following information for each one.

Legal business name, a validated Vendor Identification Number, address, phone number, website, taxpayer identification number, primary point of contact and person responsible for executing contract terms and conditions on your behalf, title, phone and email information for each. In determining your responsibility, the state may contact and evaluate your proposed subcontractors.

[05-5030-2]

**END OF SECTION V**

## VI. AWARD CRITERIA

### AWARD CRITERIA -- PROPOSALS (MODIFIED)

Award will be made to the highest ranked, responsive and responsible offeror (s) whose offer (s) is determined to be the most advantageous to the State. **One (1) to five (5) awards MAY be made within each of five Product Categories to the Highest ranked offeror However no more than one award will be made per offeror designated manufacturer within each product category. A reseller/dealer MUST offer a single manufacturer per product category.**

**Failure to submit pricing and technical response offers in all segments, groups, and pricing options within a Product Category SHALL deem the Offeror non responsive in that category.**

**It is the intent of the State to offer contract users a variety of manufacturers/products to choose from to meet their needs. To accomplish same, the State will not award multiple contracts to the same manufacturer within a Product Category. (Example: multiple dealers offering the same manufacturer will not severally be awarded contracts within a Product Category). Should the same manufacturer be included more than once in the highest ranked offerors, the State will award to the highest ranked Offeror for that manufacturer.**

### DETERMINING THE EVALUATED PRICE (MODIFIED)

The State has developed formulas for evaluating and comparing pricing for five product categories as reflected on Pricing Schedule Worksheets (Solicitation Attachments) A1, A2, B, C1 and C2. These formulas will be used to compare the relative Copier/MFD, related accessories, services, supplies and software product pricing from each proposing Vendor. Vendor's may participate in one or all categories and must utilize, and not alter, the applicable Worksheet to participate. Failure to utilize and complete the appropriate worksheet(s) in their entirety will result in a non-responsive proposal. The Vendor shall complete the Cost of Conversion Form. Vendor may offer Optional Solutions as described in Part VIII. Bidding Schedule/Price-Business Proposal, Sections VIII.13, 14, 15 and 16.

### DISCUSSIONS AND NEGOTIATIONS - OPTIONAL (FEB 2015)

Submit your best terms from both a price and a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright without prior notice. Nevertheless, the State may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. [11-35-1530(6); R.19-445.2095(I)] If improper revisions are submitted during discussions, the State may elect to consider only your unrevised initial proposal, provided your initial offer is responsive. The State may also elect to conduct negotiations, beginning with the highest ranked offeror, or seek best and final offers, as provided in Section 11-35-1530(8). Negotiations may involve both price and matters affecting the scope of the contract, so long as changes are within the general scope of the request for proposals. If negotiations are conducted, the State may elect to disregard the negotiations and accept your original proposal. [06-6058-1]

### EVALUATION FACTORS -- PROPOSALS (MODIFIED)

Offers will be evaluated using only the factors listed below. **Evaluation factors are stated in the relative order of importance with the first factor being the most important. Please note that Item 1 (a) below is weighted more in total than all the other factors and subfactors combined. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.**

**1. Business Proposal**

- a) Response to all cost-related items, point-by-point, in Section VIII, including completion of Schedules A1, A2, B, C1 and C2, you elect to participate in (Product Categories 1 through 5), in accordance with instructions.
- b) Completed Cost of Conversion, Value-Added Services (Section IV.6) (for the initial 5 year term of the contract) (Section VIII, Section VIII.13).

**2. Technical Proposal - Qualifications & Experience**

- a) Technical Proposal Technical Requirements (Section IV.1).
- b) Support and Service (Section IV.2).
- c) State UGU references, usage history, reporting requirement, fee compliance, comparable references and Corporate Experience Responses (Section IV.3).
- d) Assessment and Implementation Plan (Section IV.4).
- e) References (Section IV.5).
- f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance.
- g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory).

[06-6065-1]

**UNIT PRICE GOVERNS (JAN 2006)**

In determining award, unit prices will govern over extended prices unless otherwise stated. [06-6075-1]

**END OF SECTION VI.**



## **VII. TERMS AND CONDITIONS -- A. GENERAL**

### **ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015)**

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restrict transfers by operation of law. [07-7A004-2]

### **BANKRUPTCY - GENERAL (FEB 2015)**

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

### **CHOICE-OF-LAW (JAN 2006)**

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

### **CONTRACT DOCUMENTS and ORDER OF PRECEDENCE (FEB 2015)**

(a) Any contract resulting from this solicitation shall consist of the following documents: (1) a Record of Negotiations, if any, executed by you and the Procurement Officer, (2) the solicitation, as amended, (3) documentation of clarifications [11-35-1520(8)] or discussions [11-35-1530(6)] of an offer, if applicable, (4) your offer, (5) any statement reflecting the State's final acceptance (a/k/a "award"), and (6) purchase orders. These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. (b) The terms and conditions of documents (1) through (5) above shall apply notwithstanding any additional or different terms and conditions in any other document, including without limitation, (i) a purchase order or other instrument submitted by the State, (ii) any invoice or other document submitted by Contractor, or (iii) any privacy policy, terms of use, or end user agreement. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect. (c) No contract, license, or other agreement containing contractual terms and conditions will be signed by any Using Governmental Unit. Any document signed or otherwise agreed to by persons other than the Procurement Officer shall be void and of no effect. [07-7A015-2]

### **DISCOUNT FOR PROMPT PAYMENT (JAN 2006)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded

contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the state annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

[07-7A020-1]

#### **DISPUTES (JAN 2006)**

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the government regarding the Agreement is not a waiver of either the government's sovereign immunity or the government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

#### **EFT INFORMATION (FEB 2021)**

The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <https://treasurer.sc.gov> (. ) The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. [07-7A027-1]

#### **EQUAL OPPORTUNITY (JAN 2006)**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

#### **FALSE CLAIMS (JAN 2006)**

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

#### **FIXED PRICING REQUIRED (JAN 2006)**

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including option terms. This clause does not prohibit contractor from offering lower pricing after award. [07-7A040-1]

## **NO INDEMNITY OR DEFENSE (FEB 2015)**

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

## **NOTICE (JAN 2006)**

(A) After award, any notices shall be in writing and shall be deemed duly given (1) upon actual delivery, if delivery is by hand, (2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or (3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used. (B) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the state shall be to the Procurement Officer's address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph. [07-7A050-1]

## **OPEN TRADE (JUN 2015)**

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

## **PAYMENT AND INTEREST (FEB 2021)**

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government.

(b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled " EFT Information."

(c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason.

(d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30.

(e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding.

(f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-4]

## **PUBLICITY (JAN 2006)**

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

## **PURCHASE ORDERS (JAN 2006)**

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

## **SURVIVAL OF OBLIGATIONS (JAN 2006)**

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims, Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

## **TAXES (JAN 2006)**

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

## **TERMINATION DUE TO UNAVAILABILITY OF FUNDS (JAN 2006)**

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled. In the event of a cancellation pursuant to this paragraph, contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term. [07-7A085-1]

## **THIRD PARTY BENEFICIARY (JAN 2006)**

This Contract is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third party beneficiary or otherwise. [07-7A090-1]

## **WAIVER (JAN 2006)**

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

## **VII. TERMS AND CONDITIONS -- B. SPECIAL**

### **CHANGES (MODIFIED)**

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- (b) method of shipment or packing;
- (c) place of delivery;
- (d) description of services to be performed;
- (e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- (f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

### **CISG (JAN 2006)**

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.

[07-7B030-1]

### **COMPLIANCE WITH LAWS (JAN 2006)**

During the term of the contract, contractor shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. [07-7B035-1]

### **CONTRACT LIMITATIONS (JAN 2006)**

No sales may be made pursuant to this contract for any item or service that is not expressly listed. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1]

### **CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)**

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which

may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

## **CONTRACTOR'S LIABILITY INSURANCE – INFORMATION SECURITY AND PRIVACY (FEB 2015)**

(a) Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible.

(b) Coverage must include claims for:

(i) information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

(ii) privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement or interference with rights of privacy, including breach of security/privacy laws or regulations;

(iii) contractual liability for the contractor's obligations described in the clauses titled "Indemnification - Third Party Claims – Disclosure Of Information" and "Information Use And Disclosure;" and

(iv) errors, omissions, or negligent acts in the performance, by the contractor or by any entity for which the contractor is

legally responsible, of professional services included in the work.

(c) If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

(d) If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and/or content (with the exception of patent infringement and misappropriation of trade secrets)

(e) Coverage shall have limits no less than two million (\$2,000,000.00) dollars per occurrence and five million (\$5,000,000.00) dollars aggregate.

(f) If the insurance required by this clause is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the "claims-made" policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

(g) All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any "claims-made" coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

(h) Every applicable State Agency/Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the policy or policies of insurance required by this clause.

(i) For any claims related to this contract, the insurance coverage required by this clause shall be primary insurance as respects the State, every applicable State Agency/Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable State Agency/Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(j) Prior to commencement of the work, the Contractor shall furnish the State with original certificates of insurance for every applicable policy effecting the coverage required by this clause. All certificates are to be received and approved by the Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by this section, at any time.

(k) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this clause are or will be changed, cancelled, or replaced.

(l) Contractor hereby grants to the State and every applicable State Agency/Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable State Agency/Using Governmental Unit by virtue of the payment of any loss under such insurance as is required by this clause. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or State Agency/Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(m) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. [07-7B058-1]

## **CONTRACTOR PERSONNEL (JAN 2006)**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. [07-7B060-1]

## **CONTRACTOR'S OBLIGATION -- GENERAL (JAN 2006)**

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contractor will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements. [07-7B065-1]

## **CONTRACTOR'S USE OF STATE PROPERTY (JAN 2006)**

Upon termination of the contract for any reason, the State shall have the right, upon demand, to obtain access to, and possession of, all State properties, including, but not limited to, current copies of all State application programs and necessary documentation, all data, files, intermediate materials and supplies held by the contractor. Contractor shall not use, reproduce, distribute, display, or sell any data, material, or documentation owned exclusively by the State without the State's written consent, except to the extent necessary to carry out the work. [07-7B067-1]

## **DEFAULT (JAN 2006)**

(a) (1) The State may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other material provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The State's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Procurement Officer) after receipt of the notice from the Procurement Officer specifying the failure.

(b) If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Procurement Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the State in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Procurement Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Procurement Officer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

(f) The State shall pay contract price for completed supplies delivered and accepted. The Contractor and Procurement Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property; if the parties fail to agree, the Procurement Officer shall set an amount subject to the Contractor's rights under the Disputes clause. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Procurement Officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the termination had been issued for the convenience of the State. If, in the foregoing circumstances, this



contract does not contain a clause providing for termination for convenience of the State, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under the Disputes clause.

(h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

[07-7B075-1]

#### **ESTIMATED QUANTITY -- PURCHASES FROM OTHER SOURCES (JAN 2006)**

The state may bid separately any unusual requirements or large quantities of supplies covered by this contract.

[07-7B090-1]

#### **ESTIMATED QUANTITY -- UNKNOWN (JAN 2006)**

The total quantity of purchases of any individual item on the contract is not known. The State does not guarantee that the State will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information. [07-7B095-1]

#### **ILLEGAL IMMIGRATION (NOV 2008)**

(An overview is available at [www.procurement.sc.gov](http://www.procurement.sc.gov)) By signing your offer, you certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

#### **INDEMNIFICATION-THIRD PARTY CLAIMS - GENERAL (NOV 2011)**

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees. [07-7B100-2]

## INDEMNIFICATION-INTELLECTUAL PROPERTY (JAN 2006)

(a) Without limitation and notwithstanding any provision in this agreement, Contractor shall, upon receipt of notification, defend and indemnify the State, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees against all actions, proceedings or claims of any nature (and all damages, settlement payments, attorneys' fees (including inside counsel), costs, expenses, losses or liabilities attributable thereto) by any third party asserting or involving an IP right related to an acquired item. State shall allow Contractor to defend such claim so long as the defense is diligently and capably prosecuted. State shall allow Contractor to settle such claim so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon State. State shall reasonably cooperate with Contractor's defense of such claim. (b) In the event an injunction or order shall be obtained against State's use of any acquired item, or if in Contractor's opinion, the acquired item is likely to become the subject of a claim of infringement or violation of an IP right, Contractor shall, without in any way limiting the foregoing, and at its expense, either: (1) procure for State the right to continue to use, or have used, the acquired item, or (2) replace or modify the acquired item so that it becomes non-infringing but only if the modification or replacement does not adversely affect the specifications for the acquired item or its use by State. If neither (1) nor (2), above, is practical, State may require that Contractor remove the acquired item from State, refund to State any charges paid by State therefor, and take all steps necessary to have State released from any further liability. (c) Contractor's obligations under this paragraph do not apply to a claim to the extent (i) that the claim is caused by Contractor's compliance with specifications furnished by the State unless Contractor knew its compliance with the State's specifications would infringe an IP right, or (ii) that the claim is caused by Contractor's compliance with specifications furnished by the State if the State knowingly relied on a third party's IP right to develop the specifications provided to Contractor and failed to identify such product to Contractor. (d) As used in this paragraph, these terms are defined as follows: "IP right(s)" means a patent, copyright, trademark, trade secret, or any other proprietary right. "Acquired item(s)" means the rights, goods, or services furnished under this agreement. "Specification(s)" means a detailed, exact statement of particulars such as a statement prescribing materials, dimensions, and quality of work. (e) Contractor's obligations under this clause shall survive the termination, cancellation, rejection, or expiration of this Agreement. [07-7B103-1]

## INFORMATION SECURITY - DEFINITIONS (FEB 2015)

The following definitions are used in those clauses that cross reference this clause.

**Compromise** means disclosure of information to unauthorized persons, or a violation of the security policy of a system in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object may have occurred. Without limitation, the term "compromise" includes copying the data through covert network channels, or copying the data to unauthorized media, or disclosure of information in violation of any obligation imposed by this contract.

**Data** means a subset of information in an electronic format that allows it to be retrieved or transmitted.

**Government information** means information (i) provided to Contractor by, or generated by Contractor for, the Using Governmental Unit, or (ii) acquired or accessed by Contractor as a result of performing the Work. Without limiting the foregoing, government information includes any information that Contractor acquires or accesses by software or web-based services, which includes, without limitation, any metadata or location data. Government information excludes unrestricted information.

**Information** means any communication or representation of knowledge such as facts, statistics, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.

**Information system** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

**Public information** means any specific information, regardless of form or format, that the State has actively and intentionally disclosed, disseminated, or made available to the public. Information is not public information solely because it may be subject to inspection pursuant to an unfulfilled public records request.

**Software** means any computer program accessed or used by the State Agency/Using Governmental Unit or a third party pursuant to or as a result of this contract.

**Third party** means any person or entity other than the State Agency/Using Governmental Unit, the Contractor, or any subcontractors at any tier.

**Unrestricted information** means (1) public information acquired other than through performance of the work, (2) information acquired by Contractor prior to contract formation, (3) information incidental to your contract administration, such as financial, administrative, cost or pricing, or management information, and (4) any ideas, concepts, know-how, methodologies, processes, technologies, techniques which Contractor develops or learns in connection with Contractor's performance of the work.

**Web-based service** means a service accessed over the Internet and acquired, accessed, or used by the State Agency/Using Governmental Unit or a third party pursuant to or as a result of this contract, including without limitation, cloud services,

software-as-a-service, and hosted computer services. [07-7B104-1]

## **INFORMATION SECURITY - SAFEGUARDING REQUIREMENTS (FEB 2015)**

(a) *Definitions.* The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions. In addition, as used in this clause—

**Clearing** means removal of data from an information system, its storage devices, and other peripheral devices with storage capacity, in such a way that the data may not be reconstructed using common system capabilities (i.e., through the keyboard); however, the data may be reconstructed using laboratory methods.

**Intrusion** means an unauthorized act of bypassing the security mechanisms of a system.

**Media** means physical devices or writing surfaces including but not limited to magnetic tapes, optical disks, magnetic disks, large scale integration memory chips, and printouts (but not including display media, e.g., a computer monitor, cathode ray tube (CRT) or other (transient) visual output) onto which information is recorded, stored, or printed within an information system.

**Safeguarding** means measures or controls that are prescribed to protect information.

**Voice** means all oral information regardless of transmission protocol.

(b) *Safeguarding Information.* Without limiting any other legal or contractual obligations, contractor shall implement and maintain reasonable and appropriate administrative, physical, and technical safeguards (including without limitation written policies and procedures) for protection of the security, confidentiality and integrity of the government information in its possession. In addition, contractor shall apply security controls when the contractor reasonably determines that safeguarding requirements, in addition to those identified in paragraph (c) of this clause, may be required to provide adequate security, confidentiality and integrity in a dynamic environment based on an assessed risk or vulnerability.

(c) Safeguarding requirements and procedures. Contractor shall apply the following basic safeguarding requirements to protect government information from unauthorized access and disclosure:

(1) Protecting information on public computers or Web sites: Do not process government information on public computers (e.g., those available for use by the general public in kiosks, hotel business centers) or computers that do not have access control. Government information shall not be posted on Web sites that are publicly available or have access limited only by domain/Internet Protocol restriction. Such information may be posted to web pages that control access by user ID/password, user certificates, or other technical means, and that provide protection via use of security technologies. Access control may be provided by the intranet (versus the Web site itself or the application it hosts).

(2) Transmitting electronic information. Transmit email, text messages, blogs, and similar communications that contain government information using technology and processes that provide the best level of security and privacy available, given facilities, conditions, and environment.

(3) Transmitting voice and fax information. Transmit government information via voice and fax only when the sender has a reasonable assurance that access is limited to authorized recipients.

(4) Physical and electronic barriers. Protect government information by at least one physical and one electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

(5) Sanitization. At a minimum, clear information on media that have been used to process government information before external release or disposal. Overwriting is an acceptable means of clearing media in accordance with National Institute of Standards and Technology 800–88, Guidelines for Media Sanitization, at [http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88\\_with-errata.pdf](http://csrc.nist.gov/publications/nistpubs/800-88/NISTSP800-88_with-errata.pdf).

(6) Intrusion protection. Provide at a minimum the following protections against intrusions and compromise:

(i) Current and regularly updated malware protection services, e.g., anti-virus, antispyware.

(ii) Prompt application of security-relevant software upgrades, e.g., patches, service packs, and hot fixes.

(7) Transfer limitations. Transfer government information only to those subcontractors that both require the information for purposes of contract performance and provide at least the same level of security as specified in this clause.

(d) *Subcontracts.* Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement requirements at least as secure as those imposed by this clause on, any other person or entity that contractor authorizes to take action related to government information.

(e) *Other contractual requirements regarding the safeguarding of information.* This clause addresses basic requirements and is subordinate to any other contract clauses or requirements to the extent that it specifically provides for enhanced safeguarding of information or information systems. [07-7B105-1]

## **INFORMATION SECURITY – LOCATION OF DATA (FEB 2015)**

Notwithstanding any other provisions, contractor is prohibited from processing, storing, transmitting, or accessing government information, as defined in the clause titled Information Security - Definitions, outside the continental United States. For clarity, this obligation is a material requirement of this contract and applies to subcontractors at any tier. [07-7B106-1]

## INFORMATION USE AND DISCLOSURE (FEB 2015)

Except to the extent necessary for performance of the work, citizens should not be required to share information with those engaged by the government in order to access services provided by the government and such information should be used by those engaged by the government only to the extent necessary to perform the work acquired; accordingly, this clause addresses basic requirements for the Contractor's use and disclosure of government information, which expressly includes, but is not limited to, information provided by or obtained from the citizens. Anonymizing information does not resolve the foregoing concern. This clause should be broadly interpreted to effectuate this intent. Every obligation in this clause is material. Absent express reference to this clause, this clause supersedes any other clause to the extent of any inconsistency unless and to the extent the other clause provides greater protection for government information.

(a) Definitions. The terms used in this clause shall have the same meaning as the terms defined in the clause titled Information Security – Definitions.

(b) Legal mandates. Contractor shall be permitted to use, disclose, or retain government information to the limited extent necessary to comply with any requirement imposed on Contractor by law. If it is necessary for Contractor to use, disclose, or retain government information in order to comply with a law, Contractor shall provide State Agency/Using Governmental Unit with written notice, including a description of the circumstances and applicable law, in advance of such use, disclosure or retention except to the extent expressly prohibited by law.

(c) Flow down. Any reference in this clause to Contractor also includes any subcontractor at any tier. Contractor is responsible for, and shall impose by agreement the requirements of this clause on, any other person or entity that contractor authorizes to take action related to government information.

(d) Collecting Information. Contractor must gather and maintain government information only to the minimum extent necessary to accomplish the work.

(e) Rights, Disclosure and Use. Except as otherwise expressly provided in this solicitation, Contractor agrees NOT to either (1) use or disclose government information, or (2) retain government information after termination or expiration of this contract. Contractor acquires no rights in any government information except the limited rights to use, disclose and retain the government information in accordance with the terms of this solicitation. To the extent reasonably necessary to perform the work, Contractor may: (i) use (including access, process, transmit, and store) and maintain the government information itself; and (ii) disclose government information to persons having a need-to-know (e.g., subcontractors). Before disclosing government information to a subcontractor or third party, Contractor shall give the State Agency/Using Governmental Unit detailed written notice of both the reason for disclosure and the identity and location of the recipient. The notice shall be provided no later than fifteen (15) business days in advance of the disclosure.

(f) Return. Notwithstanding the State Agency/Using Governmental Unit's failure to perform or the pendency of a dispute, Contractor agrees to promptly deliver to the State Agency/Using Governmental Unit (or destroy, at the State Agency/Using Governmental Unit's option) all government information in its possession as and upon written request of State Agency/Using Governmental Unit (provided that, if the contract has not expired or been terminated, Contractor shall be excused from the performance of any work reasonably dependent on Contractor's further access to such government information).

(g) Privacy Policy & Applicable Laws. Without limiting any other legal or contractual obligations imposed by this contract or the law, Contractor shall (a) comply with its own privacy policies and written privacy statements relevant to the work, and (b) comply with (1) all laws applicable to Contractor regarding government information, and (2) all laws and standards identified in the clause, if included, entitled Information Use and Disclosure – Standards.

(h) Actions Following Disclosure. Immediately upon discovery of a compromise or improper use of government information, Contractor shall take such action as may be necessary to preserve forensic evidence and eliminate the cause of the compromise or improper use. As soon as practicable, but no later than twenty-four hours after discovery, Contractor shall notify State Agency/Using Governmental Unit of the compromise or improper use, including a description of the circumstances of the use or compromise. As soon as practicable after discovery, Contractor shall undertake a thorough forensic investigation of any compromise or improper use and provide the State Agency/Using Governmental Unit all information necessary to enable the State Agency/Using Governmental Unit to fully understand the nature and extent of the compromise or improper use. With regard to any compromise or improper use of government information, Contractor shall: (1) provide any notification to third parties legally required to be provided such notice by Contractor, and if not (e.g., if legally required of the State Agency/Using Governmental Unit), Contractor shall reimburse State Agency/Using Governmental Unit for the cost of providing such notifications; (2) pay all costs and expenses for at least two years of identity theft monitoring services (including without limitation, credit monitoring) and identity theft restoration services for any such affected individuals receiving notice where such services are appropriate given the circumstances of the incident and the nature of the information compromised; (3) undertake any other measures that are customary and reasonable for an entity to take when experiencing a similar disclosure, (4) pay any related fines or penalties imposed on the State Agency/Using Governmental Unit, and (5) reimburse the State Agency/Using Governmental Unit all costs reasonably incurred for communications and public relations services involved in responding to the compromise or improper use. Notwithstanding any other provision, contractor's obligations pursuant to this item (h) are without limitation.

(i) Survival & Remedy. All the obligations imposed by this paragraph are material. The obligations of this section shall

survive termination or expiration of the contract. Without limiting any rights the State Agency/Using Governmental Unit may have, and notwithstanding any other term of this contract, Contractor agrees that State Agency/Using Governmental Unit may have no adequate remedy at law for a breach of Contractor's obligations under this clause and therefore the State Agency/Using Governmental Unit shall be entitled to pursue equitable remedies in the event of a breach of this clause. [07-7B108-1]

### **INFORMATION USE AND DISCLOSURE – STANDARDS (FEB 2015)**

To the extent applicable:

(a) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the State Agency/Using Governmental Unit is not a licensee.

(b) Breach of security of State Agency/Using Governmental Unit data; notification; rights and remedies of injured parties; penalties; notification of Consumer Protection Division, S.C. Code Ann. Section 1-11-490.

(c) South Carolina Financial Identity Fraud and Identity Theft Protection Act (FIFITPA), 2008 Act 190, as amended. Solely for purposes of Section 39-1-90 of the South Carolina Code of Laws, as amended, Contractor is deemed to be the owner of government information, as defined herein, and Contractor agrees that the State Agency/Using Governmental Unit is not a licensee.

(d) The South Carolina Family Privacy Protection Act of 2002, S.C. Code Ann. Sections 30-2-10, et seq.

(e) Personal Identifying Information Privacy Protection, S.C. Code Ann. Sections 30-2-310 et seq.

(f) Data Breach Notification, 2014 Act No. 286, Section 117.117, as revised in any future annual appropriations act. [07-7B110-1]

(g) Health Insurance Portability and Accountability Act of 1996; Privacy Rule at 45 C.F.R. 160 & 164.

(h) 42 CFR Part 431, Subpart F, and SCDHHS regulations at 10 S.C. Code of State Regs. §126-170, et seq.

(i) Confidentiality of Federal-State Unemployment Compensation Information, 20 CFR § 603.

(j) IRS Publication 1075.

(k) IRC §6103(p)(4) (26 U.S.C. §6103(p)(4)).

(l) S.C. Code section 12-54-240 (Disclosure of tax records, reports, and returns filed with SC DOR prohibited).

### **LICENSES AND PERMITS (JAN 2006)**

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and /or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitation and the contract. [07-7B115-1]

### **MATERIAL AND WORKMANSHIP (JAN 2006)**

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

### **OWNERSHIP OF DATA and MATERIALS (JAN 2006)**

All data, material and documentation prepared for the state pursuant to this contract shall belong exclusively to the State. [07-7B125-1]

### **PRICING DATA -- AUDIT -- INSPECTION (JAN 2006)**

[Clause Included Pursuant to Section 11-35-1830, - 2210, & -2220] (a) Cost or Pricing Data. Upon Procurement Officer's request, you shall submit cost or pricing data, as defined by 48 C.F.R. Section 2.101 (2004), prior to either (1) any award to contractor pursuant to 11-35-1530 or 11-35-1560, if the total contract price exceeds \$500,000, or (2) execution of a change order or contract modification with contractor which exceeds \$100,000. Your price, including profit or fee, shall be

adjusted to exclude any significant sums by which the state finds that such price was increased because you furnished cost or pricing data that was inaccurate, incomplete, or not current as of the date agreed upon between parties. (b) Records Retention. You shall maintain your records for three years from the date of final payment, or longer if requested by the chief Procurement Officer. The state may audit your records at reasonable times and places. As used in this subparagraph (b), the term "records" means any books or records that relate to cost or pricing data submitted pursuant to this clause. In addition to the obligation stated in this subparagraph (b), you shall retain all records and allow any audits provided for by 11-35-2220(2). (c) Inspection. At reasonable times, the state may inspect any part of your place of business which is related to performance of the work. (d) Instructions Certification. When you submit data pursuant to subparagraph (a), you shall (1) do so in accordance with the instructions appearing in Table 15-2 of 48 C.F.R. Section 15.408 (2004) (adapted as necessary for the state context), and (2) submit a Certificate of Current Cost or Pricing Data, as prescribed by 48 CFR Section 15.406-2(a) (adapted as necessary for the state context). (e) Subcontracts. You shall include the above text of this clause in all of your subcontracts. (f) Nothing in this clause limits any other rights of the state. [07-7B185-1]

## **RELATIONSHIP OF THE PARTIES (JAN 2006)**

Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party. [07-7B205-1]

## **RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006)**

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

## **SHIPPING / RISK OF LOSS (JAN 2006)**

F.O.B. Destination. Destination is the shipping dock of the Using Governmental Units' designated receiving site, or other location, as specified herein. (See Delivery clause) [07-7B220-1]

## **STATEWIDE TERM CONTRACT (FEB 2021)**

(a) With this solicitation, the state seeks to establish a term contract (as defined in Section 11-35- 310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35- 310(35). See clause entitled "Acceptance of Offers 10% Below Price" in Part VII.B. of this solicitation. Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer.

(c) Notwithstanding the "Purchase Orders" clause, a Using Governmental Unit may include additional contract terms in a purchase order if and to the extent necessary for the Using Governmental Unit (i) to comply with federal laws as are mandatorily applicable to an expenditure of federal assistance, grant, or contract funds, or (ii) to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Additional contract terms may not be used if they involve an increase in pricing or materially alter the scope of work. Contractor may decline to honor a purchase order that includes additional contract terms, but only if the Contractor provides the applicable Using Governmental Unit with prompt written notice of such rejection and the work acquired with that purchase order has not begun. For purposes of a specific purchase order, Contractor accepts additional contract terms by performing any of the work acquired with that purchase order. As used herein, "additional contract terms" means only those additional terms not otherwise expressly allowed by this contract.

(d) EFT information the Contractor provides to the State Treasurer's Office (STO) is only used to process payment of invoices to Using Governmental Units on whose behalf the STO makes payment. For all other Using Governmental Units the method of payment must be addressed in the purchase order. See clause titled "Payment & Interest."

(e) If the contractor is suspended or debarred pursuant to Section 11-35-4220, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions: (1) order the contractor to not accept any

further orders under the contract until the suspension or debarment has been lifted; (2) terminate this contract; (3) order the contractor to not accept any further orders under any other statewide term contract; or (4) terminate the contractor's award of any other statewide term contract. [07-7B225-4]

### **STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012)**

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [07-7B227-1]

### **STATEWIDE TERM CONTRACT -- SCOPE (JAN 2006)**

The scope of this contract is limited by the Bidding Schedule / Cost Proposals and by the description included in Part I, Scope of Solicitation. Sales of supplies or services not within the scope of this contract are prohibited. See clause entitled Contract Limitations. [07-7B230-1]

### **TERM OF CONTRACT -- EFFECTIVE DATE / INITIAL CONTRACT PERIOD (JAN 2006)**

The effective date of this contract is the first day of the Maximum Contract Period as specified on the final statement of award. The initial term of this agreement is 5 years from the effective date. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B240-1]

### **TERM OF CONTRACT -- OPTION TO RENEW (MODIFIED)**

At the end of the initial term, and at the end of each renewal term, this contract shall automatically renew for a period of one year, unless contractor receives notice that the state elects not to renew the contract at least ninety (90) days prior to the date of renewal. Regardless, this contract expires no later than the last date stated on the final statement of award. [07-7B245-3]

### **TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006)**

Contractor may terminate this contract at the end of the initial term, or any renewal term, by providing the Procurement Officer notice of its election to terminate under this clause at least 90days prior to the expiration of the then current term. [07-7B250-1]

### **TERMINATION FOR CONVENIENCE -- INDEFINITE DELIVERY / INDEFINITE QUANTITY CONTRACTS (JAN 2006)**

Unless the termination so provides, a termination for convenience shall not operate to terminate any purchase orders issued prior to the effective date of termination. [07-7B255-1]

### **TERMINATION FOR CONVENIENCE (JAN 2006)**

(1) Termination. The Procurement Officer may terminate this contract in whole or in part, for the convenience of the State. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.

(2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the State. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

(3) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the State in the manner and to the extent directed by the Procurement Officer: (a) any completed supplies; and (b) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The contractor shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the State has an interest. If the Procurement Officer does not exercise this right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code Section 2-706. Utilization of this Section in no way implies that the State has breached the contract by exercise of the Termination for Convenience Clause.

(4) Compensation. (a) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data required by Section 11-35-1830 bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.

(b) The Procurement Officer and the contractor may agree to a settlement and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the State, the proceeds of any sales of supplies and manufacturing materials under Paragraph (3) of this clause, and the contract price of the work not terminated;

(c) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the contractor the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:

(i) contract prices for supplies or services accepted under the contract;

(ii) costs reasonably incurred in performing the terminated portion of the work less amounts paid or to be paid for accepted supplies or services;

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c)(ii) of this paragraph;

(iv) any other reasonable costs that have resulted from the termination. The total sum to be paid the contractor under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the contractor reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.

(d) Contractor must demonstrate any costs claimed, agreed to, or established under Subparagraphs (b) and (c) of this Paragraph using its standard record keeping system, provided such system is consistent with any applicable Generally Accepted Accounting Principles.

(5) Contractor's failure to include an appropriate termination for convenience clause in any subcontract shall not (i) affect the State's right to require the termination of a subcontract, or (ii) increase the obligation of the State beyond what it would have been if the subcontract had contained an appropriate clause.

[07-7B265-1]

## **YEAR 2000 WARRANTY (JAN 2006)**

Contractor represents and warrants that the equipment is designed to be used prior to, during, and after the calendar year 2000 A.D., and that the equipment will operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data which represents or references different centuries or more than one century. [07-7B285-1]



## VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL

### PRICE PROPOSAL (MODIFIED)

Notwithstanding any other instructions herein, you shall submit the following price information as a separate document.

Failure to utilize and complete the appropriate worksheet(s) in their entirety will result in a non-responsive proposal. The Vendor shall complete the Cost of Conversion Form. Vendor may offer Optional Solutions as described in Part VIII. Bidding Schedule/Price-Business Proposal, Sections VIII.13, 14, 15 and 16.

### BUSINESS PROPOSAL - RESPONSE FORMAT

Offeror must respond to each of the following cost-related items on a point-by-point basis in the Business Proposal portion of their proposal. Missing, incomplete or unacknowledged Forms and Pricing Schedules will result in the offer being determined non-responsive and therefore disqualified for further consideration.

**VIII.1** Offeror is required to complete all items contained in Pricing Schedules for the Product Categories they are offering and include all completed Schedules in their Business Proposal. Offeror may participate in one or multiple or all Product Categories. All sections of the related Product Category Schedule that Offeror is participating on, and all related Pricing Schedules for each applicable Product Category, must be completed.

Pricing Schedule A1 – Product Category 1	Primary Copier/MFD Models, Accessories, System Purchase, Service/Supply & System Rental Costs
Pricing Schedule A2 – Product Category 1	Copier/MFD Full Product Line Model Listing, Accessories, System Purchase, Service/Supply & System Rental Costs
Pricing Schedule B – Product Category 1	Copier/MFD Miscellaneous Pricing Form
Pricing Schedule C1 – Product Categories 2, 3, 4, 5	Primary Model Listing, Accessories & System Purchase Pricing, Service/Supply Costs for Network Printers, Wide-Format Printers, Digital Duplicators & Scanners
Pricing Schedule C2 – Product Categories 2, 3, 4, 5	Full Product Line Model Listing, Accessories & System Purchase Pricing, Service/Supply Costs for Network Printers, Wide-Format Printers, Digital Duplicators & Scanners

- VIII.2** Offeror shall certify that all pricing listed on submitted Pricing Schedules shall be firm for the entirety of the five (5) year initial contract term, the duration of any resulting agreements entered into during that term, and for a period of 60-months from the commencement of any agreement within that term, and any for up to two, one-year optional renewal terms of the contract.
- VIII.3** Offeror will affirm that no additional costs, other than those identified on the applicable Pricing Schedules, will be incurred by UGUs to meet the various specification and other technical requirements of this RFP.
- VIII.4** Offeror will affirm that all hardware, accessory and service pricing set forth on applicable Pricing Schedules for all Product Categories represents the lowest such published pricing available to any UGU in the State of South Carolina through any other publicly available purchasing consortium, collective or other state/national procurement authority. If any hardware, accessory or service pricing is not the lowest published pricing available, Offeror will provide details as to which consortium or other pricing program offers lower published pricing and why this lower pricing is not being offered to the State.
- VIII.5** Offeror will affirm that it will offer its full portfolio of devices in each Product Category at the same rates as those similar devices listed on Pricing Schedules during the term of the Contract.
- VIII.6** On Pricing Schedules A1 and A2, the Offeror shall list the Copier/MFD models being proposed in each Segment, the purchase cost for each model proposed, the base/overage per-impression charge for service/supplies, and the monthly all-inclusive cost-per-impression service and hardware rental charges applicable. Pricing Schedule A1 will then, solely for vendor comparative pricing purposes only, automatically calculate a blended all-inclusive cost-per-impression rate and Total Cost of Usage (TCU) over 60 months for each primary model proposed for each of the purchase and all-inclusive rental installation methods. An example of how the calculations work has been provided with green highlights on Row 10 of Pricing Schedule A1 using an artificial price of \$1 for each entry (Offeror's proposed pricing will vary). All automatic calculations used for comparative pricing purposes only are highlighted in gold-color background on Pricing Schedule A1. The full range of your company's Copier/MFD offerings should be listed on Pricing Schedule A2.
- VIII.7** On Pricing Schedule B, for the Copier/MFDs being proposed, Offeror shall identify the one-time flat-rate purchase price associated with adding, as applicable, analog fax boards, three-hole punch finishing and saddle-stitch finishing on a per-Copier/MFD basis. The one-time flat-rate purchase prices quoted shall be applicable at any time during the term of this Contract following Copier/MFD installation/purchase or agreement commencement with UGU.
- VIII.8** On Pricing Schedule B, Offeror shall identify the maximum number of staple cartridges that are included during the term of this Contract, or whether an unlimited number of staples will be made available. If the Offeror is not providing unlimited staples under Pricing Schedule B, Offeror shall indicate in this Section the percentage discount off of then-in-effect staple cartridge cost that would be extended to all UGUs if the staple allotment indicated is exceeded during the term of this Contract. Also, on Pricing Schedule B, Offeror shall list the per-device charge, if any, for moving Segment 1 through 6 Copier/MFDs within the same facility and from one UGU facility to another. Moving charges shall not apply during the initial installation of devices or during any annual load-balancing of equipment agreed to by the UGU.

Also, in response to this Section please attach a price list applicable to the one-time outright purchase of any optional accessory not listed on Pricing Schedule B for the products proposed in Categories 1 through 5, applicable at any time before or after product installation. The optional accessory price list attached here may be updated once per year on the anniversary date of the vendor contract with the State of South Carolina.

- VIII.9** Offeror shall enter the proposed monthly costs for each of the following optional elements:
- (a) Full-time on-site factory-trained technician;
  - (b) Full-time on-site customer support representative;
  - (c) Data collection software;
  - (d) Mobile printing solution;
  - (e) Professional services; and
  - (f) Other miscellaneous pricing elements as applicable to the solutions being proposed in each respective Product Category.
- VIII.10** Offeror shall list in this Section the hourly rate should any UGU require technical service between 5 p.m. and 8 a.m. on Monday through Friday and 24 hours per day on weekends.
- VIII.11** Offeror shall state affirmatively (by answering “yes” or “no”) whether device installation and de-installation charges, including those covering return freight, insurance and shipping charges for returning Copier/MFDs at the end of the 60-month all-inclusive Rental program period, as well as charges related to removing the device hard drives, are included in applicable Pricing Schedule pricing for all models in all Product Categories.
- VIII.12** Offeror shall indicate on Pricing Schedule C1 their primary models being proposed in the Network Printer, Wide-Format Printer, Digital Duplicator and Scanner Product Categories. In addition, Offeror shall indicate on Pricing Schedule C2 their full product range of Network Printers, Wide-Format Printers, Digital Duplicators and Scanners. Provide purchase price and service/supply plan details for each model as applicable. Additional/alternate models in each Product Category may be proposed at the discretion of the Offeror by completing additional copies of Pricing Schedule C2 as appropriate. Please affirmatively confirm (by indicating “yes” or “no” that your company’s proposed service/supply pricing entered on Pricing Schedules C1 and C2 shall also be applicable to legacy devices of any brand/model in each Product Category previously installed at each UGU. If the service/supply pricing proposed on Pricing Schedules C1 and C2 do not apply to legacy devices of any brand previously installed at each UGU, please indicate the brands specifically excluded from the proposed pricing.

**VIII.13** In this Section Print Output Device Vendors are requested to provide a Copier/MFD conversion plan to the plan will include providing funds to the STATE to allow as many Copier/MFDs as possible to be converted to a single Print Output Device Vendor. The STATE has estimated its aggregate Copier/MFD program conversion costs (rental contract buyout, lease buyout and owned equipment replacement costs) to be 15 million dollars to replace approximately 4,235 Copier/MFDs with purchases/rentals/leases expiring on or around June, 2026. Accordingly, STATE would like to receive program conversion cost assistance from interested Print Output Device Vendors that will provide support to State Agency/Using Governmental Units in absorbing these start-up costs and enabling the State Agency/Using Governmental Units, among other advantages, to install as many Copier/MFDs as possible at the inception of the new Contract. STATE desires Print Output Device Vendors submitting proposals to provide conversion cost assistance up to the full amount of the aggregate Copier/MFD lease buyout and owned equipment replacement costs. In this Section, the Print Output Device Vendor is requested to indicate the amount of conversion cost assistance it is willing to provide to the State Agency/Using Governmental Units contingent upon successful Contract negotiations. The offered amount of conversion funds will be distributed among each of the State Agency/Using Governmental Units participating in the contract resulting from this RFP process according to amount of funds received and the lease buyout situation of each entity.

In your company's response to this Section, please indicate the following regarding the Cost of Conversion your company is offering:

- a. The total amount of Cost of Conversion monies to be provided;
- b. The source of the Cost of Conversion monies;
- c. How the State Agency/Using Governmental Units will receive their portions of these monies (up-front via check, account credit, other);
- d. An affirmative confirmation that the Cost of Conversion monies being offered are not factored into other proposed pricing elements (please note that the State Agency/Using Governmental Units are not interested in financing any portion of the Cost of Conversion);
- e. An affirmative indication that the purpose of the Cost of Conversion is to allow as many Copier/MFDs as possible at as many State Agency/Using Governmental Units as possible to be replaced at Contract inception;
- f. Whether there is any maximum dollar amount applicable to your COC Offer;
- g. If your company quoted a percentage amount per transaction, does the percentage apply to (please answer "yes" or "no" to each):
  1. Hardware dollars?
  2. Software/accessory dollars?
  3. Service/supplies dollars?
  4. Purchased devices?
  5. Leased devices?
  6. All-inclusive Rental transactions?
  7. All Product Categories?
- h. Will any COC Fund payments be made directly to the leasing company?
- i. Will a COC Fund credit be issued to the respective UGU's account?
- j. Will the COC Funds be paid/credited up-front after device installations, or will the Funds be paid/credited over the five-year term?
- k. Will the COC Funds be applicable to be utilized toward the replacement of all brands of equipment?
- l. Please provide a written example of how the COC Funds will be calculated and disbursed.

**VIII.14 Optional Follow-Me Printing Solution:** Offeror may include pricing for a Follow-Me Printing Solution as a separate Exhibit in their Business Proposal. This solution is not a mandatory requirement. The solution offers potential savings in reduced service/supply charges and related products that are not excluded based on availability under existing Statewide Term Contracts or outside the scope of this contract.

Under a separate Exhibit in the Business Proposal indicate all additional costs, including five years of support, related to providing this option to UGUs for their technology department for deployment at UGUs. Include a comprehensive explanation of the solution's technical specifications and solution features. Also identify the amount of support time Offeror will provide to the UGUs technology department in configuring the solution. Include the monthly cost of: Each virtual server instance; the embedded Copier/MFD solution applications of all proposed devices; service/support; badge readers; end-user licenses; Copier/MFD interface cabling; and professional services installation over a five-year term. Also include all server requirements and available administrative tools required. Indicate, if any, UGUs in South Carolina currently using the solution.

**VIII.15 Optional Network Fax Server Solution:** Offeror may include pricing for a Network Fax Server Solution as a separate Exhibit in their Business Proposal. This solution is not a mandatory requirement.

Under a separate Exhibit in the Business Proposal indicate all additional costs, including five years of support, related to providing this option to UGUs for their technology department for deployment at UGUs. Include a comprehensive explanation of the solution's technical specifications and solution features. Also identify the amount of support time Offeror will provide to the UGUs technology department in configuring the solution. Include the monthly cost of: Each virtual server instance; the embedded Copier/MFD applications/connectors of all proposed devices; service/support; end-user licenses; and professional services installation over a five-year term. Also include all server requirements and available administrative tools required. Indicate, if any, UGUs in South Carolina currently using the proposed solution.

**VIII.16 Optional EFI Command Workstation with Graphics Arts Package:** Please indicate in this Section the applicable monthly cost to include the necessary hardware, software end-user licensing, support and professional services installation for an EFI command workstation with graphic arts package to support high-quality color rendering and job flexibility needs. Please also list the version level and hardware specifications of the proposed package along with all key features being offered in the proposed solution.

**VIII.17 Optional Front-End Software/Hardware Package:** Please indicate in this Section the pricing for a front-end software/hardware package to more efficiently control the various applicable Segment 5 and 6 production devices and enhance job editing. In response to this item, please indicate the brand, version level and hardware specifications of the proposed package and all key features included such as: Color/monochrome page splitting, despeckling, deskewing and other common makeready functions. Please include the monthly cost of the production front-end hardware, software end-user licensing, professional services, service/support and professional services installation over the Contract's five-year term in the pricing set forth in this Section.

**VIII.18** For Items VIII.14 through VIII.17 above in this Section, please attach any EULA (End User License Agreements) that must be signed by a UGU relative to these and any other software packages being proposed to the State.

**END OF SECTION VIII**

## **IX. ATTACHMENTS TO SOLICITATION**

### ATTACHMENTS LIST [09-9002-1]

The following documents are attached to this solicitation:

Non-Resident Tax Notice

Purchase Order Attachment Acceptance of Offers 10% Below Statewide Term Contract Pricing

**Pricing Schedule A1** – Primary Copier/MFD Models, Accessories, System Purchase, Service/Supply & System Rental Costs

**Pricing Schedule A2** – Copier/MFD Full Product Line Model Listing, Accessories, System Purchase, Service/Supply & System Rental Costs

**Pricing Schedule B** – Copier/MFD Miscellaneous Pricing Form

**Pricing Schedule C1** – Primary Model Listing, Accessories & System Purchase Pricing, Service/Supply Costs for Network Printers, Wide-Format Printers, Digital Duplicators & Scanners

**Pricing Schedule C2** – Full Product Line Model Listing, Accessories & System Purchase Pricing, Service/Supply Costs for Network Printers, Wide-Format Printers, Digital Duplicators & Scanners

**Cost Of Conversion Form**

**IMPORTANT TAX NOTICE - NONRESIDENTS ONLY**

Withholding Requirements for Payments to Nonresidents: Section 12-8-550 of the South Carolina Code of Laws requires persons hiring or contracting with a nonresident conducting a business or performing personal services of a temporary nature within South Carolina to withhold 2% of each payment made to the nonresident. The withholding requirement does not apply to (1) payments on purchase orders for tangible personal property when the payments are not accompanied by services to be performed in South Carolina, (2) nonresidents who are not conducting business in South Carolina, (3) nonresidents for contracts that do not exceed \$10,000 in a calendar year, or (4) payments to a nonresident who (a) registers with either the S.C. Department of Revenue or the S.C. Secretary of State and (b) submits a Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to the person letting the contract.

The withholding requirement applies to every governmental entity that uses a contract ("Using Entity"). Nonresidents should submit a separate copy of the Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, Form I-312 to every Using Entity that makes payment to the nonresident pursuant to this solicitation. Once submitted, an affidavit is valid for all contracts between the nonresident and the Using Entity, unless the Using Entity receives notice from the Department of Revenue that the exemption from withholding has been revoked.

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Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of \$1,200.00 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation. Contact the Department of Revenue for any applicable exceptions.

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For information about other withholding requirements (e.g., employee withholding), contact the Withholding Section at the South Carolina Department of Revenue at 803-898-5383 or visit the Department's website at: <https://dor.sc.gov>.

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This notice is for informational purposes only. This agency does not administer and has no authority over tax issues. All registration questions should be directed to the License and Registration Section at 803-898-5872 or to the South Carolina Department of Revenue, Registration Unit, Columbia, S.C. 29214-0140. All withholding questions should be directed to the Withholding Section at 803-896-1420.

PLEASE SEE THE "NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING" FORM (FORM NUMBER I-312) LOCATED AT: <https://dor.sc.gov>.

[09-9005-4]



**Purchase Order Attachment  
Acceptance of Offers 10% Below Statewide Term Contract Price**

*Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.*

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

**Agreement**

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR <small>(full legal name of business entering this contract)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at <a href="http://www.procurement.sc.gov">www.procurement.sc.gov</a>)</small>
AUTHORIZED SIGNATURE <small>(person authorized to enter binding contract on behalf of Alternate Vendor)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

**Certification of Compliance**

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE <small>(procurement officer authorized to issue purchase order and sign certification)</small>	TITLE <small>(business title of person signing)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: ""Term contract" means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."

----- PURCHASE ORDER ATTACHMENT (APR 2015) -----

[09-9020-2]

## **QUESTIONS FROM OFFEROR**

1. Would the State consider removing the Cancellation for Convenience section of this RFP?

**STATE'S ANSWER:** No, this Section remains unchanged.

2. Will the state please consider price increases based on CPI-U South Region each year?

**STATE'S ANSWER:** No, all pricing must remain firm.

3. Cost of Conversion section. Is this still going to be considered for points to win an award if a Respondent that is a Small local business is not able to fund the State Cost of Conversion request to win an award? In the last bid, it was noted as an option and not the determination for award.

**STATE'S ANSWER:** The Cost of Conversion fund optional proposals are considered part of the Value Added section for scoring purposes.

4. Can the State provide a Red-line version of the RFP that highlights all of the changes between this RFP and the previous RFP to help ensure vendors don't miss any of the important changes?

**STATE'S ANSWER:** This is not possible. As discussed in the pre bid conference, the primary changes include removal of Option 2 cost per copy pricing, changing of Segment 4 and 6 speed requirements, and the changes to how multiple proposals from the same manufacturer will be awarded.

5. Why did the state drop the CPC Rental option from the latest RFP? With the majority of installs today been no minimum cost per copy under NASPO; without this option moving forward UGUs may be reluctant to move to the new contract.

**STATE'S ANSWER:** The removal of the CPC was one of the state's revised specifications. This decision is based on the fact that this is the highest cost option to our UGU's and suppliers. This was confirmed based on the offers we received from the last solicitation. The usage of our State Term Contracts are mandatory for our State Agencies.

6. VI Award: If a Tier 1 Manufacturer may not have a product speed per page for two segments in a category, does this mean that competition is restricted to select Manufacturers that may only provide Production products while the majority of products purchased by agencies are in the other segments. We respectfully request your reconsideration of this requirement to avoid restricting competition and impacting the State from have the benefit of all Tier 1 Manufacturer offering. This would also impact the State awarded contract revenue since other agencies not mandated to use the State contract would move to other competitively awarded contracts, decreasing the value of the State contract.

**STATE'S ANSWER:** Section VI award criteria remains the same.

7. Page 77 VIII.4: It states the pricing must be the lowest published price of any other published consortium price in the State of SC. Consortium or cooperatives held by OEM's are based on the overall contract volume, terms and conditions and requirements that impact those prices and therefore not available for this opportunity unless utilizing the contract. Other factors to note as well, given this bid has the highest admin fee then any State or consortium and no State or government entity incorporates COC funding, it would be impossible for any Respondent to meet this requirement. Therefore, we would respectfully request this section be removed to allow for a fair competitive process for all Respondents and to avoid limiting competition.

**STATE'S ANSWER** The State is aware that other consortium pricing does not include the same device configurations as under this Solicitation. Therefore, this Section remains unchanged.

8. Purchase of a service and supply agreements for purchased equipment may be elected by a UGU. If selected, a cost per impression (CPI) charge would then apply from the first copy/print on each purchased device in each Segment with no fleet-wide or per-unit volume guarantees. If service and supply agreements are not elected for purchased equipment, how will the State service, and acquire supplies for these units without voiding the Manufacturer Warranty, as supply and time and material pricing was not requested in the RFP?

**STATE'S ANSWER:** The State highly recommends that all products purchased, rented or leased under this Solicitation be accompanied by a valid service agreement from an authorized servicing entity.

9. If your offer includes any comment over and above the specific information requested in the solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or an offeror's standard terms and conditions may be deemed non-responsive and not considered for award. There seems to be a discrepancy in the RFP as it pertains to exceptions. In the RFP, it indicates the State will consider exceptions, however the statement above indicates that exceptions to the terms and conditions may be deemed non-responsive and not considered for award. We understand that any exceptions made may be factored into the scoring of our proposal, but to deem it as non-responsive seems excessive. Can you please clarify the State's position on exceptions made?

**STATE'S ANSWER:** Exceptions taken that do not meet or exceed the Solicitation's requirements may put the Vendor's proposal at risk for being deemed non-responsive. If an exception exceeds the State's requirements that is not an issue that the State would deem non-responsive.

10. On a monthly basis, Contractor shall separately reconcile both the monochrome and color volumes of all Copier/MFDs placed under the Rental/CPC Option 1 within each Segment placed with each UGU. Overage charges for each Segment shall apply only when the combined monochrome or color volumes of all Copier/MFDs placed under the Rental/CPC Option 1 within each UGU exceed the combined guaranteed monochrome or color volume. Will the overages be based on the CPC's listed in the Pricing schedules by device? If not, how will the State calculate overage payment?

**STATE'S ANSWER:** In this circumstance, overage charges as calculated by the Vendor will be applied generally to the UGU's fleet of devices in a given Segment, not to particular devices. The monochrome/color overage rates will be the same rates quoted as referenced in Pricing Schedules A1 and A2.

11. Can we no-bid the rental portion and still be considered for award of purchase/lease programs?

**STATE'S ANSWER:** No, both pricing options must be bid in Product Category 1 or you will be demmed non responsive as per VI. Award Criteria.

12. Is this a true month-to-month rental? Is billing at each UGU or is it centralized monthly billing?

**STATE'S ANSWER:** This is a five-year rental program for each device placed. Billing is to be directed to each respective UGU.

13. Can we change prices throughout the term or only annually?

**STATE'S ANSWER:** No, all pricing must be firm, as per stated in the solicitation, III.4

14. Do we have the ability to add products apart from replacement of discontinued SKUs during contract term?

**STATE'S ANSWER:** Yes, products may be added once per year on the anniversary date of the vendor award.

15. Regarding Product Category 1, Segment 6, that states a rated speed of 105 PPM; would a 100 PPM unit be acceptable?

**STATE'S ANSWER:** No, in this case 105 pages per minute is the required minimum monochrome print speed.

16. Regarding the all-inclusive rental program; is that financed by the bidder or by the leasing company?

**STATE'S ANSWER:** The Vendor shall stipulate which entity is financing the all-inclusive rental program.

17. Section VIII.8 Pricing Schedule: The State is asking for the outright purchase price of any additional accessories that are not included in the required base configuration by segment listed on Schedule B.

At the beginning of a new purchase or lease, will the State allow the UGU/Vendor to alter (add and or delete) accessories from the base configurations? If not are any additional accessories to be added to the pre-configured model price?

**STATE'S ANSWER:** Upon device installation, certain accessories listed in Section VIII.8 responses may be added to the configurations originally proposed by the Vendor. Accessories originally proposed by the Vendor may not be removed or deleted.

18. Has the State determined a timeline for the posting of a response to any vendor questions that may be submitted?

**STATE'S ANSWER:** The State will be responding to these questions in a prompt manner.

19. Once the first round of Q&A is posted will the State allow follow up questions if needed?

**STATE'S ANSWER:** Yes, but will only be to clarify previously addressed questions.

20. On Pricing Schedule B line 45, should this be segment A color, since on segment 4B color the hole-punch is a basic requirement.

**STATE'S ANSWER:** Yes, line 45 on Pricing Schedule B should refer to Segment 4A not 4B.

21. Do the models on Pricing Schedule A1 used for evaluation purposes, also need to be listed on Pricing Schedule B2

**STATE'S ANSWER:** No.

22. Where should we list the individual MFP models that are not configured with the accessories listed in Section III.2? Some customers may just want a base unit and do not have a need for all of the accessories listed such as additional paper drawers, finishers, hole punches, etc.

**STATE'S ANSWER:** To maximize office productivity, streamline the ordering process and reduce overall costs for all UGUs all equipment must be configured to meet the Solicitation's minimum requirements.

23. Can the Price List for Other Optional Accessories for Product Categories 1 through 5 be listed as % off of MSRP for each type of accessory? Example, Hardware, Software, It would be easier to manage changes in the product lines which happen continually. Products, product codes, etc change constantly. Only being able to update the accessory list once per year will make this process extremely difficult to manage what is on contract , if not impossible.

**STATE'S ANSWER:** The reason for this change is that the State wishes to streamline contract management.

24. If a price schedule with specific product codes and prices is required and % of MSRP discount per type of accessory is not allowed, can you please allow for monthly updates to that schedule to allow for deletions, additions, code changes etc.

**STATE'S ANSWER:** The reason for requiring changes to be made only once per year is that the State wishes to streamline contract management.

25. If monthly updates are not allowed, what will the process be for updating discontinued and new items?

**STATE'S ANSWER:** The process of adding and deleting products will take place once per year.

26. Do the questions answered in the previous RFP still apply to this one?

**STATE'S ANSWER:** Although most changes brought about by any previous Vendor questions have been integrated into the newly revised Solicitation, it should not be presumed that all questions in the original Solicitation apply to this one.

27. Page 58-59, Evaluation Factors – Proposals (Modified)

Example: Bidder A has the lower price but is offering a smaller (or no) Cost of Conversion. Bidder B has the higher price but is offering a larger Cost of Conversion.

Question: Which Bidder would be rated higher in terms of scoring? Can you share the basis for the scoring?

**STATE'S ANSWER:** The Bidder with the highest aggregate points of all factors and subfactors combined will be determined the overall highest. The evaluation factors are listed in section 6.

28. Page 4, 2<sup>nd</sup> paragraph: If a Respondent can only respond to 4 segments (which represents 98% of the State fleet) of the 6 segments in a category with one of the Tier 1 Manufacturers, will the Respondent still be considered for an award to that category?

**STATE'S ANSWER:** An offeror must respond to all segments to be considered responsive as listed in the solicitation. Please see award criteria section.

29. Page 21 Segment 1 Rated Speed – For the color units only, does the requirement for the speed only pertain only to the color speed or does the BW speed have to meet the speed of mono unit? In other words, if a proposed unit did 40 color images per minute but the BW speed did 40 page per minute, would this meet the rated speed spec requirement?

**STATE'S ANSWER:** All machines must meet the monochrome and color speed requirement set forth in section II

30. Can a company submit two offers from 2 different manufacturers?

**STATE'S ANSWER:** Yes an offeror may submit 2 separate offers covering different manufacturers for consideration for an award. Please see RESPONSIVENESS/IMPROPER OFFERS (MODIFIED) para (b) for guidance. However please ensure that each offer has the same manufacturer for each product category within in all segments. The state does not desire multiple manufacturers being offered within a Product Category and if received, the offer will be deemed non-responsive in accordance with the Award criteria section VI. Your offers will need to be uploaded as separate attachments.

31. Does the Cancellation for Convenience apply to each individual transaction ( individual UGU leases, rentals, etc. or is it only for the Statewide contract as a whole? Does it apply to all UGU's or only to State Agencies ?

**STATE'S ANSWER:** The entire state contract with a vendor would be canceled if we terminated for convenience. Any Cancellation for Convenience would come from the State office not from any individual UGU.

**32.** Based on the states response, the overages will be only applicable in a given segment under all-inclusive Rental program. Are Segments 1 and Segment 1C considered to be different segments as referenced in States Answer “ UGU's fleet of devices in a given Segment.” ? We are asking because Monochrome rates may be different in Segment 1 vs Segment 1C.

If Segments 1 and 1C as example are considered to be the same segment, vendors will need to come up with a blended CPC for the monochrome by segment as a whole, . Where do we add this on the price sheet as the price sheet Column H requires the “Base Monochrome Service/Supply Per-Impression Charge (Applicable From Copy/Print One Each Month on Purchased/Leased Devices and to Guaranteed/Overage Volumes on All-Inclusive Rental Program)”, should there be a new column added to the price sheet to represent the Blended CPC for Guaranteed/Overage Volumes on All-Inclusive Rental Program? This is needed since overage rates for different devices in the segment may be different .

**STATE'S ANSWER:** Yes, the State acknowledges that monochrome and/or color service/supply cost per impression rates may be different within each segment for different models being proposed. Should individual models within each Segment have different monochrome and/or color service/supply cost per impression rates, each model within each segment will be reconciled separately within each respective UGU's fleet.

**33.** Can we list these units to only be available to non State Agencies? Many of the Polysub accounts will only need or want basic functionality and not pay for items not required. Some of these units may meet their speed requirements but be significantly overconfigured for their fleet needs. We need a method to accommodate their basic configuration needs but still utilize the State Contract if possible.

**STATE'S ANSWER:** No. Such a restriction (i.e., pricing to be made available only to certain types of UGUs) would be counter-productive to the State's goals to simplify the overall program and bring economies of scale to reduce costs for all UGUs.

**34.** This pertains to the color units in Segment 1, 2 and 3. I will use Segment 1 as an example. The BW speed requirement is 45 PPM. The Color speed requirement is 40 PPM. I had asked the question only for the Color units, is the requirement 40 PPM for both Color and BW? The State's answer was "All machines must meet the minimum monochrome and color speed requirements set forth in section II". This answer is still open for interpretation since I could bid a color machine that prints 40 PPM both Color and BW and meets the specs for the color machine (40 PPM). Would the following meet specs for Segment 1 – A color machine that prints 40 PPM both BW and Color? Yes or no?

**STATE'S CORRECTED ANSWER:** Yes, the color print speed of any proposed model must be the same or faster when printing black pages however the black print impression per minute speed specifications does not have to be met on those color models in each segment

**35.** Will NASPO be in effect for State entities (schools, cities etc.) that are not State agencies after this RFP is awarded?

**STATE'S ANSWER:** No



**36.** If a bid responder bids on two different categories (i.e., Category 1 – Copiers and Category 2 – Printers) and the State determines the bid in Category 1 is non responsive, will that responder be deemed non-responsive in all categories or just the one category where they were deemed non-responsive?

**STATE'S ANSWER:** Proposal responsiveness will be determined for each product category. If a vendor is deemed non-compliant in one product category that would not preclude an award to be made to that same vendor in another product category. Please refer to section VI (Award Criteria)

# Exhibit D

## DETERMINATION OF NON-RESPONSIVENESS

Solicitation Number: 5400022842

Solicitation Description: STC Print Management

Offeror: Canon

According to South Carolina Code of Laws §11-35-1410(9), a responsive offeror means a person who has submitted an offer which conforms in all material aspects to the request for proposal. Material aspects of the solicitation are those that affect price, quantity, quality, delivery, or performance of a contract. The bid submitted did not conform to the requirements of the solicitation.

South Carolina procurement regulation 19-445.2070 (Rejection of Bids) subparagraph A states, “Any bid which fails to conform to the essential requirements of the invitation for bids shall be rejected.”

In response to the subject solicitation, **Canon**, offers in Category two (2) and five (5), All models did not meet the mandatory speed requirements.

The “RESPONSIVENESS / IMPROPER OFFERS” provision of the solicitation states: Any Offer which fails to conform to the material requirements of the Solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the State cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Procurement Officer. [R.19-445.2070 and Section 11-35-1520(13)]

For the reasons outlined above, I hereby determine this proposal non-responsive in accordance with South Carolina Regulation 19-445.2095(J)(1)(b).

*Randy Barr, Sr.*

Randy Barr, Sr., CPPO  
Procurement Officer

# Exhibit E

STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES, ITMO  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

## Intent to Award

Posting Date: June 20, 2022

**Solicitation:** 5400022842  
**Description:** STC PRINT MANAGEMENT PROGRAM  
**Agency:** Statewide Term Contract

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **June 30, 2022**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

PROTEST - CPO ADDRESS - ITMO: Any protest must be addressed to the Chief Procurement Officer, Information Technology Management Office, and submitted in writing

(a) by email to [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov), or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400029331  
**Awarded To:** CANON SOLUTIONS AMERICA INC (7000195105)  
1320 MAIN ST SUITE 300  
COLUMBIA SC 29201

**Total Potential Value:** \$ 5,688,820.00  
**Maximum Contract Period:** June 30, 2022 through June 29, 2029

Item	Description	Unit Price	Total
00001	Category 3 Wide Format Printers	\$ 5,688,820.00	\$ 5,688,820.00

**Procurement Officer**  
*Randy Barr, Sr.*

RANDY BARR, SR.

# Exhibit F

PRODUCT CATEGORY 1 (COPIER/MFDS)																		
Rating Scale for each criterion 1-5, with 1 the lowest score and 5 the highest score	CANON		POLLOCK		RICOH		SHARP		TOSHIBA		XEROX							
	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight						
<b>TECHNICAL REQUIREMENTS (Weight = 10%)--REFER TO SECTION IV.1 OF PROPOSAL. A. Number and severity of proposed model specification deviations. B. Network compatibility, data encryption and network security. C. Environmental sustainability. D. Secure/follow-me printing.</b>	14, wide variety of models. ECO friendly offering. Remove data collection usage by cusromer. OCR software. Alerts via email	3.0	0.30	Konica/Minolta, highly compatible machines, KM highly focused on sustainability. Automated data collection. Default to monochrome. Secure release. Searchable PDF may require an add-on. Scans to ObBase. OCR is optional. Well written proposal.	4.5	0.45	Secure print and volume tracking options solid. large number of options, supports most major OS, does have mobile print capability, multiple security options, can do counts remote or in-person, goal is stated as 0 GHG by 2050. Very well written proposal	4.5	0.45	ECO friendly 256 Bit encryption Mono set at install not default Universal drivers. Good data protection. Good security options. Cool environment impact reports to employees. Universal Print requires MS Azure. Searchable PDF. Connector for OnBase.	3.0	0.30	Complete response. Uses data collection agent FMAudit. Complete encryption. Securely holds print jobs with multiple release options. Single pass duplex scanning. DMS Hyland interface. Secure PDF. OCR solution.	5.0	0.50	Excellent range of offerings across what would be 4 of 5 categories, supports most major protocols and browsers, toner and pkg is recycled material. Lemon clause and password protected scans. Remote diagnostics and data collection	4.0	0.40
<b>SUPPORT AND SERVICE SPECIFICATIONS (Weight=10%)--REFER TO SECTION IV.2 OF PROPOSAL. A. Number and severity of Section III.15 through III.41 Scope of Work deviations. B. Will proactive PMs be performed? C. Warehouse proximity. D. Billing and service reporting samples.</b>	Mainly one state agency reference. 15% maintenance subbed in state. corporate 1,000 locations, 7,500 techs; hours m-f 8:30-5 w/ potential extended hours. No Add ons shown	3.0	0.30	Excellent ECO products and the KM products are extremely secure. 80 employees in state with 36 technicians.	5.0	0.50	200+ employees in state. can service all counties using company offices and delaeer network, included service levels, online training, lay out response times	4.0	0.40	Seemed to work with most major protocols and browsers	2.5	0.25	All service done by Toshiba employees,	4.0	0.40	40 Service techs in state. PM on all service call. Lemon clause and password protected scans. Print Awareness Tool for personal print behaviors.	3.5	0.35
<b>CORPORATE EXPERIENCE (Weight = 5%)--REFER TO SECTION IV.3 OF PROPOSAL. A. Number of technicians and number of units in the State. B. Completeness of manufacturer letter. C. Description of roles and responsibilities. D. Founding date and legal trade status.</b>	Very experience company. Techs average 19 years	4.0	0.20	46+ years' experience providing printing products. More than 50% of staff in state are techs.. 80 employees in state with 36 technicians	5.0	0.25	Very experienced company at all levels of state government. team has extensive experience and time w/ Ricoh, in business for 70 years, like the employee breakdown by county	5.0	0.25	Very expereince company . 80 SC employees half are techs Good number of trade shows. In 40% of school districts	4.0	0.20	100+ years in business, 23 in current form, 30+ in copiers/MFD, not a lot of upstate personnel. staff has mutple certifications, lots of k-12 experience, no higher-ed, and little other, staff has mutple certifications, Thousands of devices deployed statewide mainly in school districts	4.0	0.20	100+ yo, 13 offices in SC, 3300 machines in operation in state	4.0	0.20
<b>ASSESSMENT/IMPLEMENTATION PLAN (Weight - 5%)--REFER TO SECTION IV.4 OF PROPOSAL. A. Detailed work plan with proposed dates included for this project. B. Staffing information. C. Back-up personnel plan. D. IT support plan.</b>	Requires IT assistance, turns over much of the device mgt to owners, No PM, Low tech count	2.5	0.13	Clear training and implementation/assessm ent plans. Has a detailed electronic plan, and will also do a walk-through, very detailed. This company could clearly handle a statewide award of this magnitude and perform well.	5.0	0.25	Good assessment and implementation plan- realistic	4.0	0.20	Excellent implementation plan	4.0	0.20	Multi phase assessment/implementation, full training to cover most users/support. XM Fax cloud included Universal drivers. Well written proposal and offering	5.0	0.25	Excellent implementation and assessment plan. 40+ service resources	5.0	0.25
<b>REFERENCES (Weight - 5%)--REFER TO SECTION IV.5 OF PROPOSAL. A. Completeness of reference detail provided. B. Variety of current State Agency/UGU references provided.</b>	Good SC references. Service personnel trained by ATSP.	3.0	0.15	Lots of references with higher-ed.	4.5	0.23	Excellent mix of refernces at all levels. Large Customer base.	5.0	0.25	High level of k-12. Well represented in SC.	4.0	0.20	Lots of k-12 experience, no higher-ed, and little other, staff has mutple certifications,	4.0	0.20	Strong references different levels of Govt	4.0	0.20

**PRODUCT CATEGORY 1 (COPIER/MFDS)**

Rating Scale for each criterion 1-5, with 1 the lowest score and 5 the highest score	CANON		POLLOCK		RICOH		SHARP		TOSHIBA		XEROX							
	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight						
<b>VALUE-ADDED SERVICES AND ALTERNATE PROPOSALS (Weight = 10%)--REFER TO SECTION IV.6 OF PROPOSAL. A. How much of the \$11.5 million in conversion costs were provided and is the State responsible for financing these monies? B. Are there any other alternate proposals provided? C. Are any other value-added elements included?</b>	No reporting mechanism. Very low COC funds offered. \$200 to UGU; includes some security software partnerships; sub-contract for 15% of the state. No add ons shown. Not Much in value adds.	2.0	0.20	No maximum on COC funds. Will provide transition webinars.	4.0	0.40	Good COC offering. Many value-add service offerings, no max to the COC dollars. Good explanation of additional functions.	5.0	0.50	Excellent COC \$ & explanation of additional functions.	4.0	0.40	COC is 20% of purchase price.	4.0	0.40	Training for all levels of personnel, on-site days, \$2.6M pot with no max COC. Lemon clause and password protected scans. 2.6 m COC. Mobile and cloud ready. Advanced security.	4.0	0.40
<b>PRICING PROPOSAL (Weight = 55%)--REFER TO SECTION VIII AND ALL PRICING SCHEDULE RESPONSES. A. Ranking of all Total Cost of Usage costs from Row 27 of Pricing Schedule A1 compared to those of other vendors. B. Completeness of Pricing Schedules A1, A2 and B. C. Is pricing firm? D. Are there any extra costs not included in the Pricing Schedules A1, A2 and B?</b>		3.5	1.93		4.2	2.31		3.0	1.65		4.1	2.26		4.9	2.70		5.0	2.75
<b>TOTAL WEIGHTING (5 = PERFECT SCORE). This will be automatically calculated.</b>			3.20			4.39			3.70			3.81			4.65			4.55
<b>PERCENTILE SCORE. This will be automatically calculated. The closer to 100% the better overall value the proposal represents.</b>			64%			88%			74%			76%			93%			91%
<b>OVERALL RANKING. The highest percentile score should receive the number 1 ranking, and so forth for the remaining proposals (top five vendors are eligible for Product Category Award).</b>			<b>6</b>			<b>3</b>			<b>5</b>			<b>4</b>			<b>1</b>			<b>2</b>

# Exhibit G

Kevin Finan

PRODUCT CATEGORY 1 (COPIER/MFDS)																		
Rating Scale for each criterion 1-5, with 1 the lowest score and 5 the highest score	CANON		POLLOCK		RICOH		SHARP		TOSHIBA		XEROX							
	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight						
<b>TECHNICAL REQUIREMENTS (Weight = 10%)--REFER TO SECTION IV.1 OF PROPOSAL. A. Number and severity of proposed model specification deviations. B. Network compatibility, data encryption and network security. C. Environmental sustainability. D. Secure/follow-me printing.</b>	14, wide variety of models	3.0	0.30	Konica/Minolta, highly compatible machines, KM highly focused on sustainability	4.0	0.40	large number of options, supports most major OS, does have mobile print capability, multiple security options, can do counts remote or in-person, goal is stated as 0 GHG by 2050	4.5	0.45	use Lexmark as the baseline, requires database server space, almost impossible to follow, felt like a sales pitch	2.5	0.25	Toshiba/Lexmark, multiple units, supports most std protocols, browsers, & interfaces, serious about environmental and are ISO certified	4.0	0.40	good range of offerings across what could be 4 of 5 categories, supports most major protocols and browsers, toner and pkg is recycled material	3.5	0.35
<b>SUPPORT AND SERVICE SPECIFICATIONS (Weight=10%)--REFER TO SECTION IV.2 OF PROPOSAL. A. Number and severity of Section III.15 through III.41 Scope of Work deviations. B. Will proactive PMs be performed? C. Warehouse proximity. D. Billing and service reporting samples.</b>	corporate 1,000 locations, 7,500 techs; hours m-f 8:30-5 w/ potential extended hours	3.0	0.30	would us KM network to service entire state, they do PMs per owner's manuals, didn't outline them in bid	4.0	0.40	can service all counties using company offices and delaeer network, included service levels, online training, lay out response times	5.0	0.50	seemed to work with most major protocols and browsers	2.0	0.20	Some significant objections to the SOW, all service done by Toshiba employees,	3.5	0.35	More UGU replaceable items than we would want to take on, 40+ service resources, confused about 3rd party	3.5	0.35
<b>CORPORATE EXPERIENCE (Weight = 5%)--REFER TO SECTION IV.3 OF PROPOSAL. A. Number of technicians and number of units in the State. B. Completeness of manufacturer letter. C. Description of roles and responsibilities. D. Founding date and legal trade status.</b>		4.0	0.20	46 years in business, more than 50% of staff in state are techs	4.5	0.23	team has extensive experience and time w/ Ricoh, in business for 70 years, like the employee breakdown by county	4.5	0.23	didn't see anything regarding their personnel, didn't speak to experience or how they were going to serve the state	3.0	0.15	100+ years in business, 23 in current form, 30+ in copiers/MFD, not a lot of upstate personnel	4.0	0.20	100+ yo, 13 offices in SC,	4.0	0.20
<b>ASSESSMENT/IMPLEMENTATION PLAN (Weight - 5%)--REFER TO SECTION IV.4 OF PROPOSAL. A. Detailed work plan with proposed dates included for this project. B. Staffing information. C. Back-up personnel plan. D. IT support plan.</b>	require IT assistance, turn over much of the device mgt to owners, no PM, low tech count	2.0	0.10	have a detailed electronic plan, and will also do a walk-through, very detailed	4.0	0.20	not commital, everything is an example, never really discuss but can say they do get them involved	3.0	0.15	COC \$ was OK	3.0	0.15	COC not applicable to all competitor's devices, no max on COC \$, multi phase assessment/implementation, full training to cover most users/support	4.5	0.23	customized trasnitions, will do on-site product days	4.0	0.20
<b>REFERENCES (Weight - 5%)--REFER TO SECTION IV.5 OF PROPOSAL. A. Completeness of reference detail provided. B. Variety of current State Agency/UGU references provided.</b>	plenty of SC experience, although no higher-ed	2.5	0.13	broad references with higher-ed, but didn't seem to know how many devices they had at each reference	4.5	0.23	good mix of all levels	5.0	0.25	References were weakly written, showed mostly k-12	2.0	0.10	lots of k-12 experience, no higher-ed, and little other, staff has multiple certifications,	4.0	0.20	decent mix, some small higher-ed experience	4.0	0.20





PRODUCT CATEGORY 1 (COPIER/MFDS)																		
Rating Scale for each criterion 1-5, with 1 the lowest score and 5 the highest score	CANON		POLLOCK		RICOH		SHARP		TOSHIBA		XEROX							
	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight	Score	Weight						
<b>TECHNICAL REQUIREMENTS (Weight = 10%)--REFER TO SECTION IV.1 OF PROPOSAL. A. Number and severity of proposed model specification deviations. B. Network compatibility, data encryption and network security. C. Environmental sustainability. D. Secure/follow-me printing.</b>	Remote data collection. Usage by customer.USB printing.Searchable PDF.OCR software. Alerts via email.	3.0	0.30	Pro1100 is only 100ppm. Automated data collection. Default to monochrome. Secure release.Searchable PDF may require an add-on. Scans to ObBase. OCR is optional.	4.5	0.45	Unsure of level of data collection detail for billing. Alerts provided. Multiple authentication options. Very good security. Good environmental response. Securely holds print jobs. Optional OCR chip.	4.5	0.45	Good data protection. Good security options. Cool environment impact reports to employees. Universal Print requires MS Azure. Searchable PDF. Connector for OnBase.	3.0	0.30	Complete response. Uses data collection agent FMAudit. Complete encryption. Securely holds print jobs with multiple release options. Single pass duplex scanning. DMS Hyland interface. Secure PDF. OCR solution.	5.0	0.50	Remote diagnostics and data collection. Seure print release. Provides job based accounting. Produces text searchable PDF. Requires software to edit scanned documents	4.0	0.40
<b>SUPPORT AND SERVICE SPECIFICATIONS (Weight=10%)--REFER TO SECTION IV.2 OF PROPOSAL. A. Number and severity of Section III.15 through III.41 Scope of Work deviations. B. Will proactive PMs be performed? C. Warehouse proximity. D. Billing and service reporting samples.</b>	Layered security	3.0	0.30		5.0	0.50	Rural and remote support can be days.	4.0	0.40	Devices will not report usage by user codes or department codes or cost center. A number of monthly reports are not available.	2.5	0.25	Good preventive maintenance but not documented.	4.0	0.40	Print Awareness Tool for personal print behaviors.	3.5	0.35
<b>CORPORATE EXPERIENCE (Weight = 5%)--REFER TO SECTION IV.3 OF PROPOSAL. A. Number of technicians and number of units in the State. B. Completeness of manufacturer letter. C. Description of roles and responsibilities. D. Founding date and legal trade status.</b>		4.0	0.20		5.0	0.25	Great experience	5.0	0.25	Good number of trade shows.	4.0	0.20		4.0	0.20		4.0	0.20
<b>ASSESSMENT/IMPLEMENTATION PLAN (Weight - 5%)--REFER TO SECTION IV.4 OF PROPOSAL. A. Detailed work plan with proposed dates included for this project. B. Staffing information. C. Back-up personnel plan. D. IT support plan.</b>		2.5	0.13	Very thorough implementation plan and training.	5.0	0.25	Complete plan	4.0	0.20	Complete implementation plan.	4.0	0.20	Great detail	5.0	0.25	Thorough	5.0	0.25
<b>REFERENCES (Weight - 5%)--REFER TO SECTION IV.5 OF PROPOSAL. A. Completeness of reference detail provided. B. Variety of current State Agency/UGU references provided.</b>	Good SC references. Service personnel trained by ATSP.	3.0	0.15		4.5	0.23	Large customers	5.0	0.25	Well represented in SC	4.0	0.20		4.0	0.20		4.0	0.20





**From:** [Stephen Pullie](#)  
**To:** [Barr, Randy](#)  
**Subject:** RE: [External] RE: Proposal Analysis  
**Date:** Friday, May 6, 2022 9:05:32 AM

---

Randy- Below is my analysis of the various offerings we reviewed.

### **Simplified Office**

Experience at all levels of government over past 11 years  
Only 7 field technicians to manage state maintenance  
Realistic assessment plan  
COC is three percent capped at one million  
Value added use of their print shop at contract rates if needed by State agency

Good offering well written. Company has proven experience providing products in their niche.

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### **Managed Print**

Liked secure print options along with the Paper Cut product offering  
Almost 15,000 devices deployed in state with an experience management and ownership team  
97 percent uptime- no subs on maintenance  
COC 2.5 million and value added EKM product was solid  
29 employees in state and has done a solid job as HP preferred in state provider of printers and supplies

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### **Pollock Company**

The best written proposal of all reviewed  
58+ years' experience providing printing products  
No maximum on COC  
Clear training and implementation/assessment plans  
Good ECO products and the KM products are extremely secure  
80 employees in state with 36 technicians  
This company could clearly handle a statewide award of this magnitude and perform well.

---

### **Kyocera**

Poorly written proposal, lacks depth, high level offering with few details  
No local representatives  
Did have good ECO offerings  
Zero COC funds offered  
Lots of items they replied needed further info. Could have deal with this in Q/A period  
Maintenance provided by statewide dealer network  
Poor or no assessment plan

---

## **Epson**

Strong ECO plan  
NO OCR printing Cat 3  
Color scanning and Duplex on just few offerings  
No PM on Cat 3  
Reseller and dealer network perform contract  
Small state presence only in school districts  
No Value Added or COC funds  
Proposal lacks depth and details

---

## **Toshiba**

COC is 20% of purchase price  
Pharos offering for secure print is strong  
XM Fax cloud included  
Universal drivers  
Doesn't track PMS by device only at time of service  
Thousands of devices deployed statewide mainly in school districts  
No value adds  
Well written proposal and offering

---

## **Canon**

COC only \$200 per unit  
Very experienced company  
Mainly one state agency reference  
ECO friendly offering  
Service techs average 19 years' experience  
No Add ons shown  
Local service for part of state  
Took exception to many clauses  
15% maintenance subbed in state

---

## **Ricoh**

Very experienced company at all levels of state government  
Very well written proposal  
Secure print and volume tracking options solid  
Universal drivers and ECO friendly  
Color scans- PM performed at duty cycle  
Service time slightly over requirement  
200+ employees in state  
Good assessment and implementation plan-realistic

Could easily handle this contract if awarded on a statewide level  
Good COC offering

---

### **Xerox**

40 Service techs in state  
25+ years state experience  
3300 machines in operation in state  
8-5 maintenance  
PM on all service calls  
Lemon clause and password protected scans  
Data collection and reporting offering strong  
2.6M COC  
Strong references different levels of Govt

---

### **Sharp**

ECO friendly  
256 Bit encryption  
Mono set at install not default  
Universal drivers  
Billing offering adequate  
Took many deviations in their offering  
High level offering not a lot of detail  
80 SC employees half are techs  
In 40% of school districts

*Culture: That which has been planted has been allowed to grow!*

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

# Exhibit H

**From:** [Barr, Randy](#)  
**To:** [Adams, Stacy](#)  
**Cc:** [White, John](#); [Barr, Randy](#)  
**Subject:** Canon Protest  
**Date:** Wednesday, July 6, 2022 4:58:14 PM  
**Importance:** High

---

Stacy/John, attached is the Canon letter of protest and my responses included into their documents.

**Path to STC PM2 -** S:\SFAMMO\SPO\Buyers' Work Folders\State Term Contracts\IT\Print Management\5400022842 STC Print Management – 2

**I have provided the following info to Canon under FOIA previously:**

- All business and technical proposals for – Ricoh, Sharp, Toshiba, Konica Minolta and Xerox
- Master scoring sheets and comments that also included equipment specs, pricing comparison, pricing proposals and evaluation forms categories 1 - 5
- Determination and findings of Award
- Panel charging
- RFP Panel Script and RFP Instructions
- Meeting Postings
- Panel Minutes
- Discussion Letters
- Negotiation Letters
- RON's

**Provided today:**

- Individual scoring sheets and comments
- Panel minutes (resent as a reminder)

Canon biggest issue is in the value added, and assessment/implementation plan. Their response were very weak. Scott Michael even stated to me that did not put a lot of effort in cost conversion, because they didn't feel like anyone else would either.

*Randy Barr, Sr.*

**Randy Barr, Sr., CPPO | Procurement Manager – Team Lead Information Technology|  
State Term Contracting Team Office of State Procurement| Division of Procurement Services  
|SC State Fiscal *Accountability* Authority  
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 896 – 5232| [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)**





CANON SOLUTIONS AMERICA

**Anthony J. Marino**  
**Vice President,**  
**Legal**  
**Canon Solutions America, Inc.**

845 Brook  
St,  
Building 2  
Rocky  
Hill, CT  
06067  
(860) 257-  
2044

antmarino@csa.canon.com

July 5, 2022

VIA Email - [protest-itmo@itmo.sc.gov](mailto:protest-itmo@itmo.sc.gov) Mr.

Michael Spicer  
Chief Procurement Officer  
Information Technology  
Management Officer 1201 Main  
Street, Suite 600,  
Columbia, SC 29201

Re: Protest of Solicitation #5400022842; STC PRINT MANAGEMENT PROGRAM;  
Statewide Term Contract (the "Solicitation" or "RFP")

Dear Mr. Spicer,

Canon Solutions America, Inc. ("CSA") submits this protest in accordance with Section 11-35-4210 of the South Carolina Consolidated Procurement Code ("Protest Statute") to contest the State of South Carolina State Fiscal Accountability Authority, Procurement Services Office's (the "State") award of contracts under the Solicitation as set forth in the six (6) June 20, 2022 notices of Intent to Award (the "Protest" or "Protesting"). This Protest is based on the State not complying with the laws and regulations governing this Solicitation, the requirements of the Solicitation, and that its scoring was confusing, arbitrary and capricious.

A. Procedural Background.

CSA is an offeror under the Solicitation, filed its intent to protest on June 28, 2022 as required by the Protest Statute, and is timely filing this Protest. On June 21, 2022 CSA emailed a request to Randy Barr, Sr., CPPO for access to public records pursuant to SC Code Section 11-35-410, et seq., and the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. (the "FOIA Request") attached hereto as **Exhibit A**. CSA requested to review any and all documents (in either hard copy or electronic format) connected with such Solicitation under the Procurement Code and the Freedom of Information Act, with respect to the following awardees: Ricoh USA Inc, Sharp Electronics Corporation, Pollock Financial Services, Xerox Corporation, and Toshiba America Business Solutions, including, but not limited to each of the such awardees' responses (inclusive of pricing proposals), any

and documentation incidental to proposed contractual arrangements, including those used for contract negotiations, between such awardees and your office. **Additionally, and not limiting the foregoing, we request to review the scoring or tabulation sheets and formulas used by your office, in evaluating and comparing all responses to the Solicitation, including any documents between your office and the scorers, or between scorers, pertaining to such evaluation and the awards (emphasis added).**

**RESPONSE:** Canon was supplied with; **1. All technical and business offer to include pricing proposals from all 5 (Xerox, Sharp, Ricoh, Toshiba & Konica Minolta) offerors they requested. 2. Master scoring sheet and comments that also included Equipment specs, pricing comparison. COC offer comparisons and Evaluation Form Category 1 – 5. 3. Determination and Findings of Award. 4. Panel charging and minutes, RFP Panel Script, and RFP Instructions.**

Over the next several days, Mr. Barr provided documentation on each of the awardees and the scoring process. CSA is proceeding with this Protest in reliance that the State provided all documents requested under the FOIA Request in accordance with applicable laws and regulations.

#### B. Applicable Law.

When the State considers competitive sealed proposals, the SC Code of Laws requires the following:

SC Code of Laws. SECTION 11-35-1530. Competitive sealed proposals. **(emphasis added)**

(7) Selection and Ranking. **Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously.** Once evaluation is complete, all responsive offerors must be ranked from most advantageous to least advantageous to the State, **considering only the evaluation factors stated in the request for proposals.**

(9) Award. **Award must be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the State, taking into consideration the evaluation factors set forth in the request for proposals,** unless the procurement officer determines to utilize one of the options provided in Section 11-35-1530(8). **The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP. The contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit.** Procedures and requirements for the notification of intent to award the contract must be the same as those provided in Section 11-35-1520(10).

Under the case law, when the State fails to adhere to evaluation requirements, a timely protest must be granted and the award thrown out. For example, in *In Re: Getac Video Solutions, Inc.* (“GVS”), Case No.: 2019- 213, an administrative review pursuant to S.C. Code Ann. §11-35-4210(4), GVS, the offeror alleged the Procuring Agency failed to correctly award points based upon subcategories. The request for proposal did provide points by subcategories. However the evaluators issued one lump score with no indication of the score for each subcategory. The CPO held that “Proposals must be evaluated using only the criteria stated in the request for proposals and there must be adherence to weightings that have been assigned previously.

There is nothing in the procurement file to indicate that the evaluators adhered to the published subcategory weightings in developing the bulk points awarded. Given that (1) the solicitation published subcategories that were to be scored and (2) the score sheets failed to include scoring for those subcategories, it is impossible to tell whether each evaluator’s scores had a rational basis. The

award of bulk scores, without subcategory scoring that indicate compliance with § 11-35- 1530(7), leaves open the question of an arbitrary or capricious award or evaluator bias. This issue of protest is granted”.

In Re: Worldwide Interactive Network's (“WIN”) Case No.: 2022-124; an administrative review pursuant to S.C. Code Ann. §11-35-4210(4), the offeror alleged that the means and methods by which the evaluation process was conducted and award determination made was arbitrary and capricious and in violation of the Procurement Code. The CPO held that, while “[n]either the Code nor Regulations prescribe a particular evaluation methodology”, “the Code does require that the contract file contain the basis on which the award is made and must be sufficient to satisfy external audit. S.C. Code § 11-35-1530(10). WIN also protests that the evaluation panel considered evaluation criteria not published in the solicitation. Four evaluation criteria were published in the solicitation. The evaluation score sheet provides a number of subfactors for each published factor and provides the evaluation committee the opportunity to score and comment on each subfactor.

These subfactors were considered in the evaluation but not published in the solicitation. Section 11-35- 1530(9) requires that “The award of the contract must be made on the basis of evaluation factors that must be stated in the RFP.” Given WIN was not provided documentation that would explain how the evaluation was conducted using consensus scoring and that the award of the contract must be made on the basis of evaluation factors that must be stated in the RFP, WIN’s protest that the evaluation was flawed is granted.

C. Solicitation Sections, and Documents provided under FOIA Request (**emphasis added**).

Section VI on page 60 of Amendment 5 (“RFP Evaluation Factors”) issued March 22, 2022 to the Solicitation

EVALUATION FACTORS -- PROPOSALS (MODIFIED) provides:

**Offers will be evaluated using only the factors listed below. Evaluation factors are stated in the relative order of importance with the first factor being the most important.** Please note that Item 1 (a) below is weighted more in total than all the other factors and subfactors combined. Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.

1. Business Proposal

- a) Response to all cost-related items, point-by-point, in Section VIII, including completion of Schedules A1, A2, B, C1 and C2, you elect to participate in (Product Categories 1 through 5), in accordance with instructions.
- b) Completed Cost of Conversion, Value-Added Services (Section IV.6) (for the initial 5 year term of the contract) (Section VIII, Section VIII.13).

2. Technical Proposal - Qualifications & Experience

- a) Technical Proposal Technical Requirements (Section IV.1).
- b) Support and Service (Section IV.2).
- c) State UGU references, usage history, reporting requirement, fee compliance, comparable references and Corporate Experience Responses (Section IV.3).
- d) Assessment and Implementation Plan (Section IV.4).
- e) References (Section IV.5).
- f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance.**



**g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory).**

The “Instructions to the Evaluation Panel” dated February 24, 2022 (“Instructions”) provide a URL link to the Solicitation and further state:

3. Evaluation — **Your responsibility is to provide an impartial, unbiased evaluation of each and every proposal according to the evaluation criteria contained in the RFP.** The evaluation panel may meet for the purpose of discussions prior to finalizing scores and making an award. All scoring panel members must attend all meetings of the evaluation committee. We will be conducting consensus scoring for this RFP.

4. Rating Structure — **The evaluation points for each award criteria are as indicated on the evaluation spread sheet.**

7. Documentation of Scoring — **Consensus scoring will be done by the panel. For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer’s file and subject to public review under the Freedom of Information Act.** In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. **All comments and explanations will be documented and inputted by the Procurement Officer on the Master score sheet.**

The “Written Determination” issued by Mr. Barr and dated June 24, 2022 (“Determination”) provides:

Evaluation Criteria:

**Offers will be evaluated using only the factors listed below. Evaluation factors are stated in the relative order of importance with the first factor being the most important.** Please note that Item 1 (a) below is **weighted more in total than all the other factors and subfactors combined.** **Once evaluation is complete, all responsive offerors will be ranked from most advantageous to least advantageous.**

1. Business Proposal

a) Response to all cost-related items, point-by-point, in Section VIII, including completion of Schedules A1, A2, B, C1 and C2, you elect to participate in (Product Categories 1 through 5), in accordance with instructions. 55%

b) Completed Cost of Conversion, Value-Added Services (Section IV.6) (for the initial 5 year term of the contract) (Section VIII, Section VIII.13). 10%

2. Technical Proposal - Qualifications & Experience

a) Technical Proposal Technical Requirements (Section IV.1). 10%

b) Support and Service (Section IV.2). 10%

c) State UGU references, usage history, reporting requirement, fee compliance, comparable references, and Corporate Experience Responses (Section IV.3). 5%

d) Assessment and Implementation Plan (Section IV.4). 5%

e) References (Section IV.5). 5%

**f) [Missing - Was in Section VI on page 60 of Amendment 5 -see above]**

**g) [Missing - Was in Section VI on page 60 of Amendment 5-see above]**

**Response:** F and G were not scored, but was reviewed as pass or fail. All proposals were graded the same as pass or fail. All offerors were evaluated the same. So that is why I did not list it in the

**D&F letter. (F) was list of authorized dealers and (G) was “completed optional solutions” and was listed as non-mandatory in the solicitation. Canon response to dealers/resellers was stated as “Agreed and Understood, Some of the State of South Carolina locations will be supported by a Canon authorized servicing entity to provide break/fix on certain machines.” Additionally, Canon did not provide a list of dealers/resellers as did Ricoh, Xerox, Sharp, Toshiba and Konica Minolta. Canon would not have been benefitted or help if there was a percentage score assigned.**

D. CSA provides the following analysis in support of its Protest.

1. The Instructions state: **7. For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer’s file and subject to public review under the Freedom of Information Act.** But no such explanations are available. In his email dated Jun 29, 2022 , Mr. Barr wrote: “The notes are consolidated in the score sheet I sent you. Those were the panels notes”. (See Exhibit B). So the few notes set forth in the boxes on the score sheet provided by Mr. Barr (“Score Sheets”) are the written explanations of all evaluation criteria of 3 voting evaluators and possibly the 2 non-voting evaluators (See Exhibit C). Additionally, the Written Determination references a Panel Charging meeting on April 22, 2022, and a Scoring Meeting on May 4, 2022 “where all ten (10) proposals were reviewed in detail and each evaluator presented their subjective opinion and scores and then a consensus score was arrived at for each offer after the review and discussions.” Again, no meeting minutes or other supporting documents are available.

**Response:** I have each scorers comments and scores in the files. When I spoke (via phone) with Scott Michael concerning comments, and told him what we had on the master score sheet was all scorers comments combined (did not include duplicates), he stated they did not need the indivial then. Based on that I did not send the individuals, but they are in the files. I sent the master score sheet. I absolutely have minutes and they also addressed how consensus scoring would be done. It was also included in the determination of award which was also sent to canon as well. I have sent the panel members score sheet and comments (July 6<sup>th</sup>) to Scott Michael and Anthony Marino of Canon.

2. The RFP Evaluation Factors did not contain the actual weight % of each evaluation factors, just that they were stated in the relative order of importance with the first factor being the most important. But the RFP Evaluation Factors included seven (7) factors (a-g), and the Determination only included five (5) factors (a-e). The Determination did not include (f) Authorized Resellers/Dealers including usage history, reporting requirements, fee compliance and (g) Completed Optional Solutions as described under VIII.14 through VIII.16 (non-mandatory). Since (g) Section VIII was included in criteria 1(a), and (f) history, reporting requirements, fee compliance were addressed in other sections of the Solicitation, how were they evaluated? Did they have any importance? Were they included in the evaluation of such other sections, or as part of the evaluation at all? (See WIN, page 11) The lack of documentation makes it impossible to conclude the State properly evaluated the required criteria, and instead raises the specter of an arbitrary result.

**Response:** F and G were not scored, but was reviewed as pass or fail. All proposals were graded the same as pass or fail. All offerors were evaluated the same. So that is why I did not list it in the D&F letter. (F) was list of authorized dealers and (G) was “completed optional solutions” and was listed as non-mandatory in the solicitation. Canon response to dealers/resellers was stated as “Agreed and Understood, Some of the State of South Carolina locations will be supported by a Canon authorized servicing entity to provide break/fix on certain machines.” Additionally, Canon did not provide a list of dealers/resellers as did Ricoh, Xerox, Sharp, Toshiba and Konica Minolta. Canon would not have been benefitted or been helped if there was a percentage score assigned.

- There is no explanation of “consensus scoring” that was provided to the evaluators nor the offerors. The term “consensus scoring” only appeared in Section 7 of the Instructions without explanation. Further, the State has yet to show CSA that all evaluators required for “consensus” were present at every session as required by its RFP evaluation rules.

**Response:** I believe that complete and concise instructions were given to the panel explaining what was expected and how we would arrive at consensus scoring, It is stated in the minutes and the determination of award how that was done. Canon was sent a copy of that as well.

- The RFP Evaluation criterion identify the criteria as “Refer to Section X”. The criteria require the following elements: IV.1 - 26 subsections, IV.2 - 10 subsections, IV.3 – 9 subsections, IV.4 – 6 subsections, IV.5 – 3 subsections and IV.6 – 3 subsections. But the Score Sheet evaluation factors included only up to four (4) elements:

TECHNICAL REQUIREMENTS (Weight = 10%)--REFER TO SECTION IV.1 OF PROPOSAL. A. Number and severity of proposed model specification deviations. B. Network compatibility, data encryption and network security. C. Environmental sustainability. D. Secure/follow-me printing.
SUPPORT AND SERVICE SPECIFICATIONS (Weight=10%)--REFER TO SECTION IV.2 OF PROPOSAL. A. Number and severity of Section III.15 through III.41 Scope of Work deviations. B. Will proactive PMs be performed? C. Warehouse proximity. D. Billing and service reporting samples.
CORPORATE EXPERIENCE (Weight = 5%)--REFER TO SECTION IV.3 OF PROPOSAL. A. Number of technicians and number of units in the State. B. Completeness of manufacturer letter. C. Description of roles and responsibilities. D. Founding date and legal trade status.
ASSESSMENT/IMPLEMENTATION PLAN (Weight - 5%)--REFER TO SECTION IV.4 OF PROPOSAL. A. Detailed work plan with proposed dates included for this project. B. Staffing information. C. Back-up personnel plan. D. IT support plan.
REFERENCES (Weight - 5%)--REFER TO SECTION IV.5 OF PROPOSAL. A. Completeness of reference detail provided. B. Variety of current State Agency/UGU references provided.
VALUE-ADDED SERVICES AND ALTERNATE PROPOSALS (Weight = 10%)--REFER TO SECTION IV.6 OF PROPOSAL. A. How much of the \$11.5 million in conversion costs were provided and is the State responsible for financing these monies? B. Are there any other alternate proposals provided? C. Are any other value-added elements included?
PRICING PROPOSAL (Weight = 55%)--REFER TO SECTION VIII AND ALL PRICING SCHEDULE RESPONSES. A. Ranking of all Total Cost of Usage costs from Row 27 of Pricing Schedule A1 compared to those of other vendors. B. Completeness of Pricing Schedules A1, A2 and B. C. Is pricing firm? D. Are there any extra costs not included in the Pricing Schedules A1, A2 and B?

Of all of the elements in the RFP, which ones were used to evaluate each criteria? It cannot be determined from the Score Sheet, and there are no other documents available. The RFP Evaluation Factors state: “Offers will be evaluated using only the factors listed below. Evaluation factors are

stated in the relative order of importance with the first factor being the most important.” So of the twenty six (26) elements in V1.1, which ones were evaluated, and are all or some of them more important than those that were not evaluated or the ten (10) elements in IV.2, and so on?

- To add additional confusion, a review of the Score Sheet for Product Category 1 shows that some of the evaluator’s comments were not applicable to the criteria for which the comment is being provided. For example:

<u>Criteria</u>	<u>Evaluator Comment</u>
Technical Requirements (Refer to IV.1)	Xerox Comment -Lemon clause [Found in III.18].
Support and Services Specifications (Refer to IV.2) [Found in	Pollack Comments - Excellent ECO products  IV.1]. 80 Employees in State with 36 technicians [Found in IV.3]. Ricoh Comments - 200+ employees in state [Found in IV.3]. Can service all counties using company offices and dealer network, [Found in IV.3]. Xerox Comment - 40+ service resources [Found in Exec. Summary].
Assessment/Implementation (Refer to IV.4) in	Xerox Comment - 40+ service resources [Found  Exec. Summary and in IV.2.9]
Value Added Services (Refer to IV.6) personnel,	Xerox Comment: Training for all levels of  on-site days [Found in IV.4.5]. Lemon clause [Found in III.18].
Pricing Proposal (55%)	There are no comments. How was completeness, firm pricing; and extra costs addressed.

CSA’s protest aligns strongly with past protests granted under South Carolina case law. As with the GVS case, there is nothing in this procurement file to indicate that the evaluators complied with the RFP Evaluation Factors. In fact, there were 2 less evaluation factors in the Score Sheet and the Determination than in the RFP Evaluation Factors, and neither Score Sheet nor the Determination listed all the subcategories, but instead provided only 4 summary elements. Additionally, GVS states that the contract file must contain the basis on which the award is made and must be sufficient to satisfy external audit. (Section 11-35- 1530(9)). There is no documentation in the contract file as to the basis of the award, and therefore it could not satisfy an external audit.

**Response:** All evaluation factors are in the score sheet and the above comments I believe do coincide with the category that they are in. It is in detail on the spreadsheet where the cost is derived from and no need for explanation in the comment sheet for prices. There is sufficient determination in the files to substantiate the award.

- 

Likewise, as in the WIN case, CSA was not provided documentation that would explain how the

evaluation was conducted using consensus scoring. Additionally, there are no documents which explain consensus scoring for the evaluators. The only documentation pertaining to actual scoring in the record is the spreadsheet (**Exhibit C**) which contains only short comments, not identified by evaluators, which include the mistakes set forth in Section 5 above. There is nothing that would provide any insight into the rationale behind the scoring.

**Response:** Documentation is on file for each evaluator

Again, there is no documentation as to the basis of the award, and therefore it could not satisfy an external audit, and furthermore there is no documentation showing the rationale behind the scoring.

**Response:** I believe that complete and concise instructions was given to the panel explaining what was expected and how we would arrive at consensus scoring, It is stated in the minutes and the determination of award how that was done. Canon was sent a copy of that as well.

E. Conclusion:


CSA submits that the above facts and law shows the scoring was arbitrary and capricious, and that the State did not comply with the laws and regulations governing this Solicitation nor the requirements of the Solicitation. Given all this, and the confusion in the scoring process, CSA requests that the scoring provision and applicable documentation be corrected and reissued, and that the offerors be permitted to resubmit proposals based on same.

**Response:** I believe that with Canon seeing the other proposals, this would be a distinct advantage for them.

Please contact me with any questions or concerns.

Thank you.

Sincerely yours,

  
Anthony Marino  
Vice President, Legal

Attachments: Exhibit A- FOIA Request  
Exhibit B - June 29, 2022 , Barr Email.  
Exhibit C - Completed Score Sheet provided by Barr (See Excel File: "Final Print Output Device Vendor Proposal Analysis Tools May 5<sup>th</sup> 2022" which is included in the email).

## Exhibit A

**From:** Scott A. Michael <[smichael@csa.canon.com](mailto:smichael@csa.canon.com)>  
**Sent:** Tuesday, June 21, 2022 4:15 PM  
**To:** Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)>  
**Cc:** Spicer, Michael <[mspicer@mmo.sc.gov](mailto:mspicer@mmo.sc.gov)>; Singleton, Delbert <[delbert@oed.sc.gov](mailto:delbert@oed.sc.gov)>; Nedim Besagic <[nbesagic@csa.canon.com](mailto:nbesagic@csa.canon.com)>; Jeffrey H Van Tiem <[jvantiem@csa.canon.com](mailto:jvantiem@csa.canon.com)>  
**Subject:** [External] Canon FOIA Request

Randy Barr, Sr., CPPO  
[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)  
SFAA, Div. of Procurement Services, ITMO  
1201 Main Street, Suite 600  
Columbia SC 29201

Re: Solicitation #5400022842; STC PRINT MANAGEMENT PROGRAM; Statewide Term Contract

Dear Mr. Barr,

This is a request for access to the public records listed below pursuant to the South Carolina Consolidated Procurement Code, SC Code 11-35-410, et seq., and the S.C. Freedom of Information Act, SC Code 30-4-10, et seq. In connection with Solicitation #5400022842, we would like to review any and all documents (in either hard copy or electronic format) connected with such Solicitation #5400022842, permitted under the Procurement Code and the Freedom of Information Act, with respect to the following awardees: Ricoh USA Inc, Sharp Electronics Corporation, Pollock Financial Services, Xerox Corporation, and Toshiba America Business Solutions, including, but not limited to each of the such awardees responses (inclusive of pricing proposals), any and all documentation incidental to proposed contractual arrangements, including those used for contract negotiations, between such awardees and your office. Additionally, and not limiting the foregoing, we request to review the scoring or tabulation sheets and formulas used by your office, in evaluating and comparing all responses to the Solicitation, including any documents between your office and the scorers, or between scorers, pertaining to such evaluation and the awards.

We are requesting that that the information and documentation be provided electronically to the sender of this email. However, if that is not possible, please inform us of the time and date such information will be made available for inspection by reply to this email. We look forward to hearing from you and making such documents available within the 5 day time limit set by the law.

Sincerely,



**Scott A. Michael**  
Major Account Executive

**Canon Solutions America, Inc.**  
1320 Main Street, Suite 300, Columbia, SC 29201  
[www.csa.canon.com](http://www.csa.canon.com)  
[smichael@csa.canon.com](mailto:smichael@csa.canon.com)  
T 803.796.4849

## Exhibit B

**From:** Canon SC <[canon.southcarolina@gmail.com](mailto:canon.southcarolina@gmail.com)>  
**Sent:** Friday, July 1, 2022 4:39 PM  
**To:** Scott A. Michael <[smichael@csa.canon.com](mailto:smichael@csa.canon.com)>  
**Subject:** Re: [External] Re: Discussion Letters

**Email was not sent from a Canon Network!**

On Wed, Jun 29, 2022 at 11:59 AM Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)> wrote:

The notes are consolidated in the score sheet I sent you. Those were the panels notes.

*Randy Barr, Sr.*

Randy Barr, Sr., CPPO | Procurement Manager – Team Lead Information Technology |  
State Term Contracting Team Office of State Procurement | Division of Procurement Services  
| SC State Fiscal *Accountability* Authority  
1201 Main Street, Suite 600 | Columbia, SC 29201 | Office: (803) 896 – 5232 | [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)



**From:** Canon SC <[canon.southcarolina@gmail.com](mailto:canon.southcarolina@gmail.com)>  
**Sent:** Wednesday, June 29, 2022 11:56 AM  
**To:** Barr, Randy <[rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov)>  
**Subject:** [External] Re: Discussion Letters

Hello Randy,

Here is the information from my legal side:

Scott, section 7 of the instructions to the evaluation panel provides:

Documentation of Scoring — Consensus scoring will be done by the panel. **For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer's file and subject to public review under the Freedom of Information Act.** In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. All comments and explanations will be documented and inputted by the Procurement Officer on the Master score sheet.

We only received the excel spreadsheet with one comment in each box, correct?

Can you also send the Toshiba item?



# Exhibit I

HENRY MCMASTER, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

RICHARD ECKSTROM, CPA  
COMPTROLLER GENERAL



THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018

JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICER  
(803) 737-0600  
FAX: (803) 737-0639

HUGH K. LEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

G. MURRELL SMITH, JR.  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

## MEETING POSTINGS

**NOTICE - Meeting of the Request for Proposal Panel Discussion (Charging)**

### **STC PRINT MANAGEMENT** **RFP #5400022842**

The meeting of the RFP Evaluation Panel for the above-referenced solicitation will be held:

**April 22<sup>nd</sup> @ 3:00 PM**

State Fiscal Accountability Authority  
1201 Main Street  
Suite 600, MMO Conference Room  
Columbia, SC 29201

This meeting will be held at 1201 Main Street, Suite 600, Columbia, SC 29201 via web conference only. If you are interested in attending virtually, email [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov) for log in credentials prior to 2:30 PM, April 22<sup>nd</sup>.

#### AGENDA:

- A. REGULAR SESSION
  - 1. Open Meeting
  
- B. EXECUTIVE SESSION
  - 1. Discussion of evaluations process and expectations
  - 2. Signing of required documents

*Randy Barr, Sr.*  
Randy Barr, Sr., CPPO  
Procurement Manager



STATE FISCAL ACCOUNTABILITY AUTHORITY  
OFFICE OF STATE PROCUREMENT  
1201 MAIN STREET, SUITE 600  
COLUMBIA, SC 29201  
(803) 896-5232

TO: RFP COMMITTEE MEMBERS

FROM: RANDY BARR, SR., CPPO  
PROCUREMENT MANAGER

SUBJECT: RFP NO. 5400022842

DATE: 04/22/2022

Please find enclosed:

- Evaluation Panel Briefing Instructions Sheet
- Conflict of Interest and Confidentiality and Evaluation Panel Briefing Certifications (*Procurement Integrity Representations and Restrictions & Non-Disclosure Agreement—Procurement Information*)
- Evaluator Reports/Score Sheets
- A Copy of the Original RFP Document and Amendment 1 can be found at the following website:  
<http://webprod.cio.sc.gov/SCSolicitationWeb/solicitationAttachment.do?solicitnumber=5400022842>
- Access to Responses to the RFP Referenced Above will be Emailed After the Conclusion of This Meeting

COMMITTEE MEMBERS MUST REVIEW THE GUIDELINES STIPULATED ON THE EVALUATION PANEL BRIEFING INSTRUCTIONS BEFORE READING ANY RESPONSES.

Please read each proposal carefully and thoroughly. Be prepared to discuss each proposal at the selection meeting. You may complete your Evaluator Reports in pencil, or use a working evaluation sheet prior to the selection meeting. You might want to adjust your scores when the Panel meets for discussion. Please do not write in any of the proposals.

**Do not discuss the evaluation process among yourselves outside of this forum.**

At the selection meeting you will have the opportunity to hear the opinions of all other committee members. They may have caught something significant that you missed, or vice versa. You may adjust preliminary scores at any time prior to finalizing them in ink and turning them in.

If you should have any questions, concerns, or outside contacts regarding this procurement to report, please contact me at SFAA/Office of State Procurement, (803) 896 - 5232.

**OFFICE OF STATE PROCUREMENT (OSP) RFP**  
**Panel “Briefing”**  
**Instructions to the Evaluation Panel**

You have been selected to provide input and guidance in the selection of a vendor to fulfill the needs of the State as set forth in the subject RFP. The OSP Procurement Officer reviewed the contractual language in each proposal received and you have received all those proposals that the State believes meet the contractual terms and conditions contained in the RFP. Your responsibility is to review, evaluate, and score each proposal.

1. **Conflict of Interest** – See applicable form *Procurement Integrity Representations and Restrictions*.
2. **Reviewing Proposals:** The RFP listed the State’s requirements for this procurement. Those requirements containing the words “must” or “shall” are considered mandatory. If you believe that an offeror’s proposal fails to meet one of these requirements, notify the OSP procurement officer as soon as possible. The procurement officer will review your findings and notify the other evaluators. Any proposal not meeting a mandatory requirement must be eliminated from consideration. There may be other requirements listed in the RFP containing the words such as could, may, might, or should. These requirements are considered optional or desirable. If you do not understand an Offeror’s response to a requirement, contact the OSP Procurement Officer and ask the Procurement Officer to seek clarification from the Offeror. The Procurement Officer will get the clarification for you and share that information with the other members of the evaluation committee. It is imperative that all evaluators have the same information concerning an Offeror’s proposal. **DO NOT** contact the Offeror on your own! This could jeopardize the procurement.
3. **Evaluation** – Your responsibility is to provide an impartial, unbiased evaluation of each and every proposal according to the evaluation criteria contained in the RFP. The evaluation panel may meet for the purpose of discussions prior to finalizing scores and making an award. All scoring panel members must attend all meetings of the evaluation committee. We will be conducting **consensus scoring** for this RFP.
4. **Rating Structure** – The evaluation points for each award criteria are as indicated on the evaluation spread sheet.
5. **Price** -- If price was an initial evaluation criteria, the points for price will either be figured by the chairperson or his designee based on a formula supplied by the Office of State Procurement, or subjectively by each evaluator, as instructed by the Procurement Officer.
6. **Score Sheets** – **Consensus scoring will be done by the panel.** Each panel members will voice and provide their input and score and then the panel will come to an consensus score and the score will be documented on a master score sheet by the Procurement Officer.
7. **Documentation of Scoring** – **Consensus scoring will be done by the panel.** For each proposal, evaluators will provide a brief written explanation for the points awarded for each evaluation criteria. This explanation will be included in the Procurement Officer’s file and subject to public review under the Freedom of Information Act. In the event of a protest, each member of the evaluation panel may be called upon to support their reasoning before the Chief Procurement Officer, the Procurement Review Panel, or in a Court of Law. All comments and explanations will be documented and inputted by the Procurement Officer on the Master score sheet.
8. **Protest Hearing(s)** - All decisions by this Evaluation Panel are subject to protest. Each member and/or the whole panel may be called upon to explain or defend their rating.
9. **Confidentiality** -- All information presented or reviewed and anything discussed during the entire evaluation process is considered confidential. You will be required to return all copies of the proposals to the OSP Procurement Officer upon completion of the evaluation. No discussions are allowed with anyone not part of this evaluation process (internal or external) until an award is made or finalized. See applicable form *Non-Disclosure Agreement—Procurement Information*.





intention to submit an offer. ▪ I am not aware of any offeror (including its principals and affiliates) making a donation, directly or indirectly, to the using agency during the eighteen months prior to issuance of the solicitation.

Integrity Obligations / Rules of Conduct: ▪ I acknowledge that my participation in this procurement may be subject to intense scrutiny and that my misrepresentation or failure to abide by the applicable rules of conduct could irreparably

Page 2 of 2

damage the integrity of this procurement. By signing this agreement, I agree to abide by the following rules of conduct until an award or notification of intent to award has been issued by the procurement officer: ▪ I agree to conduct myself in such a way as not to adversely affect the confidence of the public or competing offerors in this procurement process. ▪ I agree to avoid any action that could result in the appearance that I lack independence or impartiality. ▪ I agree not to engage in any activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of "inside information" to further a private gain for myself or others. ▪ I agree to comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. If the State Ethics Act requires me to furnish or file a statement or form that has any bearing on this acquisition process, I agree to immediately provide the procurement officer with a copy. [▪ If you are not a public official, public member, or public employee (as defined by the State Ethics Act) and you are participating in this evaluation pursuant to a contract with the State, (a) you affirm that your employer does not have any direct or indirect financial interest or any other beneficial interest in any offeror, and (b) you agree to file a statement as required by Section 8-13-1150 and to simultaneously provide a copy to the procurement officer.]

Continuing Obligation: My representations and obligations under this agreement are of a continuing nature. If subsequent events cause any change to the representations made above, create an actual or apparent conflict of interest, or create a violation of any rule of conduct contained in this agreement, I agree to inform the procurement officer promptly and to take no further action concerning the procurement pending receipt of the procurement officer's instructions.

Exceptions:  Check this box if you take any exceptions to any of the above representations. Please provide a thorough explanation of any exceptions on a separate sheet of paper, sign each page, and provide them to the procurement officer with this form. In the event that you note any exceptions, the procurement officer will advise you whether you may still participate in this procurement process.

Certification: I certify that I have read and understand the above. I further certify that the representations and statements made herein (or attached) are true and correct. I agree to the above terms.

---

Printed Name

---

Signature

---

Date

**Procurement Managers Meeting Minutes**

Item	Action	Initial	Item	Action	Initial
A	Call meeting to order. <b>@ 3 pm. Evaluation Team members in attendance via MS Teams Randy Barr, Sr., Stephen Pullie, Brian Platt, Kevin Finan, Brenda Russell &amp; Jeff Smith. No public was in attendance.</b>	RB	I 1.	Don't let prior experience have impact on our current evaluation.	RB
B	Ask everyone not on evaluation panel to sign Page 1 / identify themselves. <b>No public was in attendance.</b>	RB	I 2.	Do not discuss the proposal with anyone.	RB
C	Discuss the procurement evaluation process, confidentiality, and conflict of interest requirements with the public present – DO NOT disclose the names of the Offerors.	RB	I 3.	Do not engage in conduct that favors on any offeror over another.	RB
C 3.	Ask for a panel member to make a motion to go into executive session.	RB	I 4.	Define the role of "Subject Matter Experts."	RB
C 4.	Ask panel members for second.	RB	I 5.	Everyone must attend all meetings.	RB
C 4.	Get show of hands for and against the motion.	RB	I 6.	Explain responsiveness/responsibility.	RB
C 5	State to the public in attendance <b>“The panel is going into executive session, (b) that the matters to be discussed are incident to a proposed contractual arrangement, and (c) that the panel will discuss all the proposals received in response to the solicitation and then adjourn to review the proposals individually. The panel may adjourn without leaving executive session”</b> Excuse anyone not participating in this process.	RB	I 7.	Do not communicate with any Offeror. All communications must be through the Procurement Officer. If they try to contact you, please advise the Procurement Officer.	RB
C 6.	All public attendees are hereby asked to leave.	RB	I 8.	Review evaluation criteria and weightings.	RB
C 7.	Go into executive session.	RB	I 9.	Explain what is evaluated.	RB
D	All evaluators must sign in at this time.	RB	I 10.	Score independently and then consensus to be conducted at scoring meeting	RB
E	Review panel member solicitation packet.	N/A	I 11.	Document your score.	RB
E 1.	Solicitation and Amendment access.	RB	I 12.	Develop negotiation points during your review process of each proposal.	RB
E 2.	Review the Non-Disclosure Agreement	RB	I 13.	Procurement Manager will conduct reference check and handle financial analysis.	RB
E 3.	Review Procurement Integrity Representation and Restriction form with Offeror names.	RB	I 14.	Make sure everyone understands their role in this process.	RB
E 4.	Review blank scoring sheet.	RB	J 1.	Ask Panel member to make a motion to leave executive session.	RB
E 5.	Review evaluation panel general instructions.	N/A	J 2.	Ask panel members for second.	RB
	<b><i>Evaluation Panel Affidavit (If needed)</i></b>	n/a	J 3.	Get show of hands for and against the motion.	RB
F	Distribute the proposals.	RB	J 4.	After leaving executive session have panel members sign the following documents and return to the Procurement Manager.	RB
G.	Review the evaluation panel general instructions.	RB	J 4.a.	1.Signed Non-Disclosure Agreement	RB
H.	Evaluate independently.	RB	J 4.b.	2.Signed Procurement Integrity Form	RB
			K	Announce the next Public Meeting Place and time	RB
				<b>Adjourn the Meeting</b>	RB

I, Randy Barr, Sr., the Procurement Officer for this solicitation hereby state that the above procedures were followed, and the panel was properly charged.

*Randy Barr, Sr.*

HENRY MCMASTER, CHAIR  
GOVERNOR

CURTIS M. LOFTIS, JR.  
STATE TREASURER

RICHARD ECKSTROM, CPA  
COMPTROLLER GENERAL



HUGH K. LEATHERMAN, SR.  
CHAIRMAN, SENATE FINANCE COMMITTEE

W. BRIAN WHITE  
CHAIRMAN, HOUSE WAYS AND MEANS COMMITTEE

GRANT GILLESPIE  
EXECUTIVE DIRECTOR

THE DIVISION OF PROCUREMENT SERVICES

DELBERT H. SINGLETON, JR.  
DIVISION DIRECTOR  
(803) 734-8018

JOHN ST. C. WHITE  
MATERIALS MANAGEMENT OFFICE  
(803) 737-0600  
FAX: (803) 737-0639

## MEETING POSTINGS

### **NOTICE - Meeting of the Request for Proposal Evaluation Panel**

#### **STC PRINT MANAGEMENT**

#### **RFP # 5400022842**

The meeting of the RFP Evaluation Panel for the above-referenced solicitation will be held:

#### **Wednesday, May 4<sup>th</sup> & May 5<sup>th</sup> at 8:00 AM**

The meeting will be held at:

**SFAA – Division of Procurement Services  
1200 Main Street Suite 600 – Large Conference Room  
Columbia, SC 29201**

**&**

**Via Microsoft Teams – If you desire to attend virtually please email [rbarr@mmo.sc.gov](mailto:rbarr@mmo.sc.gov) by May 3<sup>rd</sup>, 5:00 PM**

#### **AGENDA:**

- A. REGULAR SESSION
  - 1. Open Meeting
  - 2. Overview of Process
  
- B. EXECUTIVE SESSION
  - 1. Charging of Panel
  
- C. EVALUATION OF PROPOSALS
  - 1. Finalize Evaluations

Randy Barr, Sr.  
Procurement Manager

**Posted 05/02/22**

**MEETING MINUTES**  
**Evaluation Panel Scoring Meeting #1**

**Evaluation Panel Committee-Meeting**

**Solicitation#: 5400022842**  
**Description: STC Print Management**  
**Date: 05/04/2022**  
**Time: 0830**

**Location: SFAA 1201 Main Street Suite 600, Columbia, SC**  
**This meeting notice has been posted on the Procurement Services web site under “Public Meeting Notices”:** <https://procurement.sc.gov/solicit-docs>

**PUBLIC IN ATTENDANCE:**

**Printed Name:**

**Signature:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
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11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____



**MEETING MINUTES**  
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**Time: 0830**

**Location: SFAA 1201 Main Street Suite 600, Columbia, SC**

**This meeting notice has been posted on the Procurement Services web site under “Public Meeting Notices”: <https://procurement.sc.gov/solicit-docs>**

**EVALUATION TEAM MEMBERS IN ATTENDANCE:**

**Name: (type in names before meeting)**

**Signature:**

1. Steve Pullie

**Via Microsoft Teams**

2. Kevin Finan

**Via Microsoft Teams**

3. Brian Platt

**Via Microsoft Teams**

4. Brenda Russell (SME)

**Via Microsoft Teams**

5. Jeff Smith (SME)

**Via Microsoft Teams**

6. Randy Barr, Sr. (PM)

**Via Microsoft Teams**

**Procurement Officers Scoring Meeting Checklist**

A	<b>Call meeting to order 0845 May 4<sup>th</sup></b>		Review evaluation score sheet
B	Ask everyone not on Evaluation Panel to sign Page 1		Explain the process regarding scoring documentation
C	Discuss the procurement evaluation process, confidentiality and conflict of interest requirements with the public present – DO NOT disclose the names of the Offerors		Don't let prior experience (second hand) have impact on your current evaluation
C 3.	Ask for a panel member to make a motion to go into Executive Session		All offerors proposals determined to be responsive and responsible was reviewed and discussed openly by the panel, one at a time in alphabetic order.
C 4.	Ask panel members for second		All panel members held a discussion concerning each proposal
C 4.	Get show of hands for and against the motion		All SME's provided input for each response
C 5	State to the public in attendance <b>"The panel is going into executive session, (b) that the matters to be discussed are incident to a proposed contractual arrangement, and (c) that the panel will discuss all the proposals received in response to the solicitation and then adjourn to review the proposals individually. The Panel may adjourn without leaving executive session"</b> Excuse anyone not participating in this process.		Prior to allowing any score to be written down for any criteria, the Procurement Officer made the following statement. "After your review and open discussion concerning each criteria, is there anything you do not understand about the offerors response you are about to score; do you feel you have enough knowledge and information to effectively assign points to the offerors score sheet ; and lastly - Is there any additional information you need to complete the evaluation and written justification for this offer?" Once the Procurement Officer receives the affirmation from each panel member that they have all the required information, the panel was instructed to proceed with the process.
C 6.	All Public attendees are hereby asked to leave		The panel was briefed that we would be conducting consensus scoring. Each panel member was to review the offers and be prepared to discuss their scores/comments. The panel will then come to a consensus scoring. The result should be a documented, reasonable and rational determination reflecting a general agreement among the panel. In the best scenario, the evaluation committee would reach a unanimous conclusion/ranking with explanation as to why a particular proposal warranted a particular ranking compared to the other proposals. <b>If a unanimous decision cannot be achieved, a majority is acceptable. Dissenting opinions are allowable and may be included in the record.</b>
.	<b>Go into "Executive " Session</b>		The Procurement Officer requested any potential negotiation points found during your review process of each proposal to be submitted.
D	All Panel Members (Evaluators and Subject Matter Experts- SME) must sign in at this time		The evaluation panel was instructed to not sign their score sheets until after they exit the executive session.
	The Procurement Officer discussed and reminded all evaluators of the signed Non-Disclosure Agreement, Procurement Integrity Representations and Restrictions form and Evaluator Instructions form.		Ask Panel member to make a motion to leave "Executive Session"
	Make sure everyone understands their role in this process		Ask panel members for second
	Make sure everyone has sufficient information to effectively evaluate each proposal they are about to score. .		Get show of hands for and against the motion
			After leaving "Executive Session" have panel members sign the final score sheets by acknowledging via email they agree with scores annotated on the summary score sheet
			The procurement Officer will announce to the panel members that they will be notified of the top 5 ranking

			offerors and ask for any negotiation points input.
			<b>Adjourn the Meeting May 4<sup>th</sup> @ 2:15 pm</b>

I, Randy Barr, Sr., the Procurement Officer for this solicitation hereby state that the above procedures were followed and the panel properly scored all proposals:

*Randy Barr, Sr.*  
Signature











intention to submit an offer. ▪ I am not aware of any offeror (including its principals and affiliates) making a donation, directly or indirectly, to the using agency during the eighteen months prior to issuance of the solicitation.

Integrity Obligations / Rules of Conduct: ▪ I acknowledge that my participation in this procurement may be subject to intense scrutiny and that my misrepresentation or failure to abide by the applicable rules of conduct could irreparably  
Page 2 of 2

damage the integrity of this procurement. By signing this agreement, I agree to abide by the following rules of conduct until an award or notification of intent to award has been issued by the procurement officer: ▪ I agree to conduct myself in such a way as not to adversely affect the confidence of the public or competing offerors in this procurement process. ▪ I agree to avoid any action that could result in the appearance that I lack independence or impartiality. ▪ I agree not to engage in any activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of "inside information" to further a private gain for myself or others. ▪ I agree to comply with applicable provisions of Title 8, Chapter 13 of the South Carolina Code of Laws, known as the State Ethics Act. If the State Ethics Act requires me to furnish or file a statement or form that has any bearing on this acquisition process, I agree to immediately provide the procurement officer with a copy. [▪ If you are not a public official, public member, or public employee (as defined by the State Ethics Act) and you are participating in this evaluation pursuant to a contract with the State, (a) you affirm that your employer does not have any direct or indirect financial interest or any other beneficial interest in any offeror, and (b) you agree to file a statement as required by Section 8-13-1150 and to simultaneously provide a copy to the procurement officer.]

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Certification: I certify that I have read and understand the above. I further certify that the representations and statements made herein (or attached) are true and correct. I agree to the above terms.

Stephen Pullie                      [Signature]                      4/25/12  
Printed Name                                      Signature                                      Date







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Kevin Finan  
Printed Name

Kevin Finan  
Signature

4/22/2022  
Date





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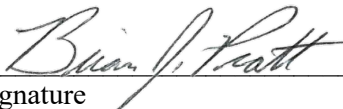
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Brian J Pratt

Printed Name



Signature

04/22/2022

Date