REQUEST FOR PROPOSAL

Cost-Per-Image Agreement for Copying and Printing Services

Quitman School District
104 East Franklin Street
Quitman, MS 39355

Contact: Matthew Champion
Telephone: 601-776-1280
E-mail: mchampion@qsdk12.org
District URL: http://www.quitmanschools.org

<u>**REQUEST FOR PROPOSALS**</u>
Cost-Per-Image Agreement for Copying and Printing Services For

Quitman School District

Respondents:

The Quitman School District ("District") is soliciting proposals for certain managed print services pursuant to a **"Cost-Per-Image" Agreement for Copying and Printing Services.** Matthew Champion, Quitman School District Technology Director is acting as the proposal coordinator (the "Proposal Coordinator") for the District.

The proposals will be received in the Central Office of the Quitman School District located at **104 East Franklin Street, Quitman, MS 39355 until 10:00 AM CST on Thursday, July 30, 2026.**

For mailed proposals, the following address should be used:

Quitman School District
RFP: Cost-Per-Image Agreement for Copying and Printing Services
Attn: Matthew Champion, Technology Director
104 East Franklin Street
Quitman, MS 39355

A proposal must be submitted to the Proposal Coordinator in a <u>**SEALED**</u> envelope that is clearly marked on the outside of the envelope **"RFP: Cost-Per-Image Agreement for Copying and Printing Services".**

NOTE: It is the respondent's responsibility to see that its proposal is received by the Proposal Office at the previously stated address prior to the proposal opening date and time. Each respondent is responsible for all costs incurred in preparing and delivering its proposal. It is also the responsibility of the respondent to check the Quitman School District Technology Request for Proposals/Quotes website regularly in order to receive any amendments and/or "Respondent Q&A" additions and responses.

Revisions:

The District will be the sole determinant of whether any revisions/addenda should be issued as a result of any question or other matters, and may extend the proposal deadline, if in the District's judgment such information significantly amends this solicitation, or makes compliance with the original proposed due date impractical. All properly received proposals will be publicly opened at 104 East Franklin Street, Quitman, MS 39355 on the date and time stated above. An evaluation of the proposals will be conducted after the opening and submitted to the District's

Board of Trustees for approval when the evaluation is complete. The District reserves the right to reject any and all proposals received for any reason, to waive any proposal informality and to negotiate further with any respondent.

If it becomes necessary to revise any part of this Request For Proposal, specifications and related documents prior to the assigned return date, the Proposal Coordinator will post the revision to the Quitman School District Technology Request for Proposals/Quotes website. Respondents must adhere to the due date for Request For Proposal/Questions listed on the Request For Proposal Schedule of Events.

Sincerely,

Matthew Champion – Quitman School District
Technology Director

Proposal Cover Sheet

Board of Trustees
Quitman School District
104 East Franklin Street
Quitman, MS 39355

School Board Members:

Having examined the specifications outlined on the attached pages, the undersigned firm agrees to furnish and deliver items and provide services according to your specifications and instructions at the indicated prices. The undersigned firm understands and accepts the instructions and conditions under which this proposal is being submitted.

This proposal consists of this Proposal Cover Sheet, a Vendor Pricing Form, General Conditions/Specifications, Detailed Specifications, and Request For Proposal Forms all of which are attached to this Proposal Cover Sheet. The undersigned understands that a company officer’s signature is required on each form, and unless this has been done, the firm’s proposal may be considered incomplete and therefore rejected. Also, included is a list of commercial references and other required information.

FIRM:______________________________ BY:_____________________________

ADDRESS:__________________________ TITLE:___________________________

STATE:_____________________________ TELEPHONE:_____________________

DATE:______________________________ EMAIL:___________________________

GENERAL CONDITIONS/SPECIFICATIONS

The Quitman School District ("District") is soliciting proposals for certain managed print services pursuant to a "Cost-Per-Image" Agreement for Copying and Printing Services (the "Agreement"). Matthew Champion, Technology Director, is acting as the proposal coordinator (the "Proposal Coordinator") for the District.

The "District" will receive sealed proposals in the Central Office of the Quitman School District, 104 East Franklin Street, Quitman, MS 39355, until 10:00 AM CST on Thursday, July 30, 2026. Proposal opening will take place at 10:30 AM CST on July 30, 2026.

The contact for Request For Proposal (RFP) specifics is Matthew Champion, mchampion@qsdk12.org, Quitman School District, (601) 776-1280.

The proposals will be opened in the Central Office of Quitman School District at the address and on the date and time noted above. All proposals must be submitted to this address and contact person on or before the previously stated deadline time and date. Envelopes containing proposals must be plainly marked "**RFP: Cost-Per-Image Agreement for Copying and Printing Services**", along with the name and address of the respondent. Any notations appearing on the outside of an envelope containing a sealed proposal that purport to amend the proposal in any manner will not be considered.

Once submitted, a proposal may not be withdrawn for a period of forty-five (45) days following the scheduled opening date.

The District reserves the following rights:

1) To appoint or authorize a person or persons to evaluate proposals and make decisions on matters pertaining to proposals received.

2) To reject any and/or all proposals and to waive any informalities.

3) To adjust quantities of supplies or services involved under any item in accordance with the unit price submitted as part of the proposal.

4) To determine the lowest and best proposal submitted by a qualified respondent.

Respondents must be licensed to do business in the State of Mississippi. A non-resident respondent domiciled in a state having laws granting preference to local vendors must be awarded Mississippi contracts only on the same basis as the non-resident respondent's state awards contracts to Mississippi vendors. Mississippi respondents will be granted preferences over non-resident respondents in the awarding of public contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the non-resident respondent. When a non-resident respondent submits a proposal, the respondent must attach to the proposal a copy of its resident state's current law pertaining to such state's treatment of non-resident respondents. The non-resident respondent must also attach to its proposal evidence of its state of incorporation and principal place of business and a certificate of good standing evidencing that the respondent is qualified by the Mississippi Secretary of State to do business in Mississippi.

PRICES

Prices must be shown on the attached Vendor Pricing Form supplied for this purpose. All proposals must be FIRM PRICES, free of any escalator clauses. Prices must include any taxes. The District will furnish tax-exemption certificates for State and Federal taxes where applicable.

BILLING

See Section IV of Terms and Conditions for billing instructions. Payment will not be made for services that have not been rendered.

SOURCE OF RESPONDENT FINANCING

Any source(s) that a potential respondent utilizes financially to fund the Agreement must be completely transparent to the District. The District will have no communication or accept any communication from any third party, including any entity providing financing for a respondent, during the respondent's proposal preparation or during the term of the Cost-Per-Image Agreement for Copying and Printing Services. The District will not sign or be a party to any third-party financing agreements, and the respondent will remain responsible to the District in all respects under the Agreement.

RESPONDENT REQUIREMENTS

The successful respondent must provide, among other things, the following:

(a) Equipment and service to the District required for the respondent to fulfill its obligations under the Agreement;
(b) Four (4) hour response time for service and one (1) hour telephone or electronic acknowledgment response by the respondent under the Agreement;
(c) A project manager for the installation of equipment who will oversee all aspects of the installation under the Agreement from start to finish, including connectivity and training. The project manager will work hand in hand with a designated District contact on a continual basis (working hours) until the District deems that the installation is complete. **To be clear, it is mandatory that the installation be conducted in continuous days, without interruption, from start to finish until all products and services required by the Agreement are in place and operational in the District, except for delays approved by the District.**
(d) Remote monitoring of all networked placements for the purpose of supply replenishment, maintenance, and service under the Agreement;
(e) Maintain minimum insurance requirements listed in Section II and provide the District with a current certificate of insurance at all times throughout the entirety of the Agreement term.

LIQUIDATED DAMAGES

The respondent must acknowledge that the equipment required by the Agreement must be completely installed and operational in the District by December 1, 2026. The respondent must agree to pay liquidated damages in the amount of $100 per day per school in the District where the equipment is not completely installed and operational by the stated date. The liquidated damages will continue to accrue for each school until all the equipment is completely installed and operational at that school. Any liquidated damages will not be imposed as a penalty, but will constitute the parties' estimate of the damages that will result to the District if the foregoing deadline is not met. The liquidated damages provision set forth in this RFP is incorporated into and made a part of the Agreement.

RESPONDENT

Respondent must perform the following duties:

(a) employ only persons skilled in the performance of the services required under the Agreement;
(b) screen each employee by requiring reasonably satisfactory character references before hiring;
(c) furnish each employee with a form of identification showing the name of the employee and clearly showing that he is an employee of the respondent;
(d) direct its employees to be neatly attired during the performance of the services hereunder;
(e) insure no smoking, drug or alcohol use, interactions with students, foul language, yelling or fighting will be permitted on the District's properties;
(f) comply with and inform its employees of safety and health requirements necessary to comply with the 1970 Williams-Steiger Occupational Safety and Health Act (OSHA);
(g) designate a supervisor who will be instructed to check the quality of services provided by respondent employees in performing the Agreement;
(h) comply with the Immigration Reform and Control Act of 1986, Mississippi Employment Protection Act (Senate Bill No. 2988) of 2008, and any other applicable state and federal laws;
(i) maintain a license to do business in the State of Mississippi;
(j) be responsible for bodily injury and/or property damage caused as a result of services provided or equipment installed.

DAMAGE CAUSED BY SUCCESSFUL RESPONDENT

The District will hold the successful respondent responsible for bodily injuries and damage caused to individuals or the buildings or assets of the District under all conditions.

Agreed to:

FIRM_______________________________

BY_________________________________

TITLE______________________________

Quitman School District

Cost-Per-Image Agreement for Copying and Printing Services

Detailed Specifications

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Section I

Definitions

Addendum: A written instrument, issued solely by the Proposal Coordinator, acting on behalf of the District that details amendments, changes or clarifications to the specifications and terms and conditions of this RFP. Such written instruments shall be the sole method employed by the District to amend, change or clarify this RFP, and any claims (from whatever source) that verbal amendments, changes or clarifications have been made will be summarily rejected by the District.

Agreement, Contract or Purchase Order: An Agreement, in substantially the form hereto as Section IX, will be entered into by the District and the winning respondent as the result of the Request For Proposal.

Awarded Vendor: Vendor selected based on lowest and best response.

Proposal Coordinator: Quitman School District, Attention: Matthew Champion

CPI: Cost per Image

Digital Multifunctional Device: (MFD) Copier that can also print, scan and fax.

Evaluation Criteria: To ensure fairness to respondents, but protect the District, the Request For Proposal evaluation and award will be based on scores. Each of the categories is assigned a weighted percentage with the sum of all categories equaling 100 percent.

Request For Proposal Closing/Closing Date: The date and time specified in this Request For Proposal by which the proposal must be received. Proposals received after such date and time shall not be considered valid.

May, Should: Indicates something that is requested but not mandatory. If the respondent fails to provide requested information, the District may, at their sole option, either request that the respondent provide the information or evaluate the Request For Proposal without the information.

Respondent: Individual or company submitting a proposal in response to this Request For Proposal.

Shall, Must, Will: Indicates a mandatory requirement. Failure to meet mandatory requirements will invalidate the proposal or result in rejection of a proposal as non-responsive.

The District: Quitman School District

Section II

Request For Proposal Specifications

GENERAL SCOPE OF WORK

The District is soliciting proposals from qualified respondents for the implementation and servicing of print devices and MFDs for all school locations, support services and other District offices and facilities. The District intends to select one (1) respondent which has submitted the lowest and best proposal and which satisfies the Request For Proposal's minimum requirements for new print devices including MFDs. This program will include service dispatching, as well as, a proactive service that provides web portal access to view the copier fleet, device status, supply levels, and device utilization.

The District intends to enter into an Agreement in substantially the form attached hereto with the designated winning respondent.

The District will be solely responsible for making all payments due under the District's Agreement with the respondent.

Respondents must submit a proposal based on a cost-per-image charge (CPI). The equipment to be installed under the Agreements is listed in Section VII. The equipment will be installed in the various schools and other buildings of the District as directed by the District.

Following are the firm specifications which the District requires:

Qualifications For Evaluation Process and Requested Services (Place in chronological order as in the Request For Proposal for evaluation purposes.)

1) Company Information:

- (a) Provide a company overview, including dates of incorporation, number of employees, number of service technicians, and list of all related entities.
- (b) Are you a part of a larger company? If so, briefly describe the degree of corporate support.
- (c) How many customers do you currently service?
- (d) What is your company's mission or corporate philosophy statement? What is your company's focus (cost, quality, etc.)? How do you differentiate your company from your competitors?
- (e) Do you provide training requirements for all service technicians along with any required certifications?
- (f) Where are your warehouses and service locations? Corporate headquarters?
- (g) Describe your company's green initiative and how your products are energy saving and environmentally safe and friendly.

2) Insurance Requirements:

Proposals will not be accepted unless they are accompanied by a current Certificate of Insurance. The following minimum insurance requirements must be met or the proposal will be considered incomplete and therefore rejected:

(a) Commercial General Liability - In an amount of $1,000,000.00 per occurrence with $2,000,000.00 aggregate;
(b) Commercial Auto Liability - Combined Single Limit in an amount of $1,000,000.00;
(c) Workers' Compensation Limits: Statutory-State of Mississippi. Policy must include a waiver of subrogation in favor of Quitman School District;
(d) Employers' Liability: $100,000.00 Each Accident; $500,000.00 Disease Policy Limit; $100,000.00 Disease Each Employee;
(e) Respondent must name the Quitman School District as additional insureds on the General Liability Policy and Automobile Policy; and
(f) Proof of coverage must be placed on file with the District by the respondent and kept current throughout the term of this Agreement.
(g) The Respondent shall maintain, at its sole expense, sufficient insurance coverage or other financial protection to repair or replace any equipment provided under this Agreement that is damaged, destroyed, lost, or rendered inoperable during the term of the Agreement. Such obligation shall apply regardless of cause, except where damage results from the gross negligence or intentional misconduct of the District.
(h) Cyber Liability Insurance - Coverage in an amount of not less than $2,000,000.00 per occurrence for claims arising from data breaches, unauthorized access, network security incidents, privacy violations, ransomware events, and other cybersecurity-related risks associated with the Respondent's performance under this Agreement.

3) Equipment Technical Specification:

All printers, copiers, and MFDs (or the overall package, as appropriate) must include the features and/or meet the requirements noted below:

(a) New manufactured print and/or multifunctional devices, with no used, refurbished or replacement parts, and not used since the date of manufacture. (All equipment must be new and unused. No refurbished or remanufactured will be accepted).
(b) The most current models in production, with the most current software/firmware version, and not scheduled for retirement/obsolescence.
(c) No reduction in the mandatory page per minute speeds for each unit listed in Section VII of the RFP will be allowed. The speeds and applications have been determined by the historical and anticipated use of each unit.
(d) All devices must be network compatible and come standard with an internal NIC.
(e) Operable as network printers capable of receiving print requests from any networked PC.

(f) MFDs must be operable as "walk-up" copiers even if temporarily disconnected from the network.
(g) All Mono Printers and Desktop MFDs must have laser technology.
(h) All devices must be supplied with OEM consumables, and OEM parts ONLY. No compatible or "branded" toners, consumables, or parts of any kind, will be considered.
(i) All proposed equipment should have print controller language (PCL or UFRii). PostScript versions of your print drivers must be available upon request for each device model.
(j) All upgrades to software must be included in the original price, including costs to operating upgrades the school implements.
(k) Color simplex and/or duplex scanning to standard image formats including PDF, TIFF and JPEG; transmission to email and network folders;
(l) Color scanning as a standard on all MFD units, including desktop units;
(m) Secure/PIN mailbox for delayed printing, minimum capacity of one hundred (100) inboxes per MFD;
(n) Email phonebook, minimum capacity of two hundred (200) addresses per MFD;
(o) Cost center/accounting code capability, minimum four (4) digits, minimum capacity of fifty (50) codes per MFD;
(p) Standard user interface across all models (light production machines may vary);
(q) Accommodate the standard paper sizes of letter, legal and ledger, unless otherwise stipulated and paper weights (20 lb. to 110 lb.), including minimum 30% post-consumer waste recycled content;
(r) Multi-position stapling with the exception of the desktop units;
(s) Offset stacking/collating with the exception of the desktop units;
(t) Reduction/enlargement from 25% to 400%;
(u) MFDs capable of 3 Hole Punch where requested.

4) <u>Requirements for Delivery, Installation, Testing & Training:</u>

(a) Respondent will be responsible for the delivery, installation, configuration, monitoring software, and testing of all print devices, in coordination with the designated contact person and office of information technology ("IT") staff for the District. All of these items must be included as part of the Agreement pricing.
(b) Respondent must specify all electrical requirements, including any necessity for special electrical receptacles, dedicated lines, etc. Respondent must provide an adequate surge protection device for each A3 MFD, as required, as part of the Agreement pricing.
(c) Respondent must provide hard-copy manuals/use, and one "quick reference" card, sheet or booklet for each print device. An electronic version is suitable as well.
(d) Respondent must identify, by name and qualifications, the person who will be responsible for overseeing the installation and configuration of the print devices in the schools.
(e) The Respondent must provide a typical implementation plan as part of its proposal. This implementation should address in detail the following:
    - Pre-installation planning as it pertains to equipment configuration(s) before arrival.

- Number of respondent staff that will be applied to the installation including the responsibilities of each member.
- Method of training and setup for end user, staff and administrative user codes
- A list of all requirements/functions to be provided by the District's IT personnel, including but not limited to the resource commitment for IT to complete the project.
- Provide the site survey components for print device installs, including but not limited to, network connection, power connection, IP address, etc.

(f) Installed print devices will be deemed "accepted" by the District after 30 continuous days of operation without difficulty or failure. Describe your procedures for resolving or replacing any unacceptable equipment.

(g) Who will provide training and ongoing support for the end users, staff, and administration?

Respondent must set a training schedule and provide training to the District staff on the aspects of print devices upon installation and as needed thereafter. Training will generally be provided in three categories:

- End-Users: Small group demonstrations to the District end-users on general copier functions and features.
- Key-Operators: In-depth training for a minimum of two "key-op users" for each of the District's locations.
- IT Staff: Any and all specialized network connectivity, configuration and other information technology training as required for the Information Technology staff.

5) Account Management:

(a) Respondent must provide equipment, service, supplies and remote monitoring to the District.

(b) The Respondent shall not subcontract or assign support, supplies, service, or any material obligation under this Agreement without the prior written approval of the District. The Respondent shall remain fully responsible for all obligations, performance, support, and communications under the Agreement.

(c) A connection will be provided for the Respondent for the purpose of a print device remote monitoring/management system supplied by the Respondent, preferably web-based, that allows both the District and Respondent to monitor copier use and status; automated meter readings; programming of copier functions; service responses, uploading/editing of phone books, mailboxes and cost centers; standard and customizable reports of use/production; and related functions/services. (Use of a fleet management system for automated supply ordering and submission of service calls would be a plus.) Respondent must provide this monitoring software. Describe this software for your devices. What ports are necessary to provide device monitoring and management? Explain procedures, if different. All remote monitoring and management solutions proposed by the Respondent must comply with the District's cybersecurity and network security requirements. Any required network connectivity, ports, remote access methods, or software agents must be reviewed and approved by the District's Information Technology Department prior to implementation. The District reserves the right to restrict or deny any proposed remote access method that does not meet the District's security standards.

(d) Describe the method by which supply items would be obtained, the proposed shipping method and lead time for receiving such products. The Respondent shall be responsible to deliver to the user location with automated shipping of needed supplies with next day delivery. Shipments must be identified with school name, room location, and unit ID number for which the supply is intended.

(e) The key operators for each location may/will only be responsible for handling and installing toner cartridges. Describe the ongoing resource commitment for the District's IT personnel.

(f) Preventive maintenance will be regularly scheduled based on the recommended preventive maintenance cycle of each print device. Each software/firmware upgrade or part/component upgrade will be scheduled within 60 days of release of the upgrade.

(g) Preventive maintenance will be scheduled between 8:00 a.m. and 4:00 p.m., Monday to Friday, unless otherwise agreed on a case-by-case basis.

(h) Respondent will provide a per copy credit for all images made during the course of preventive maintenance and/or service.

(i) Provide an ongoing project manager to maintain on-site visits with each school location on a quarterly basis (each 90 days for the life of the agreement) to ensure product satisfaction and all necessary training is being properly addressed. Provide their name(s) and contact information, qualifications, years of service with your firm, and the number of years worked in the industry. Please provide examples of how this will be accomplished.

(j) Respondent must provide on-site quarterly account reviews. These reports will be provided showing volumes and service related issues for the District as a whole, by school locations, and by end user print and copy volumes. Please provide examples of how this will be accomplished. Details of the information your company will provide in these reviews is as follows:
    - Current page counts of all print devices by end users by location
    - Total number of service calls by device
    - Service call response times by device
    - Service completion times by device
    - Prints between device failures by device
    - Volume credits related to service and maintenance
    - Additions/removals of equipment if applicable
    - Any ongoing training events

6) <u>Service/Monitoring Requirements</u>:

Disclaimer: It is the expectation of the District that during normal business hours the Respondent will respond to service issues within four (4) hours including a one (1) hour phone response at all campus, support and administrative locations. It is expected that the fleet of devices be monitored remotely for service issues. This is to include but not be limited to all maintenance, repair, and relocation of devices on campus. The Respondent must have two (2) or more trained factory-certified technicians available, but not solely dedicated, to the District when required to meet these service response requirements.

Please acknowledge and/or respond to the following:

(a) Does your company have a Network Operations Center (NOC)? Explain the depth and scope of your company's ability to perform remote monitoring of copiers and printers for the purpose of resupply and service issues.
(b) Provide an organization chart that would represent the support that would be put into place to service and support the District, including the escalation process.
(c) Remedial maintenance responses (service calls) will be scheduled between 8:00 a.m. and 4:00 p.m., Monday to Friday, unless otherwise agreed on a case-by-case basis.
(d) Provide information concerning hours of operation that service and support are available for all District locations. Are you able to provide emergency after-hours response? If so, what are those hours and how are they charged?
(e) Provide one (1) phone number for requesting service and supplies (**as a backup for remote monitoring only**) available between 8:00 a.m. and 5:00 p.m. Monday to Friday, except for recognized school district holidays. Please explain how your call center is operated. Provide their name(s), and qualifications.
(f) Failure to respond as required will cause the District to take a service credit and withhold that amount from invoices owed the Respondent. The service credit will be $50.00 per hour for each hour after the fourth (4th) hour in each instance.
(g) Respondent will provide a per-copy credit for all images made during the course of remedial maintenance.
(h) The maximum "repair time" allowed for a copier to be brought back to satisfactory working order will be forty-eight (48) hours from the initial service call, excluding weekends and school district holidays.
(i) If, during a repair call, it is determined that a copier cannot be repaired in place within forty-eight (48) hours, it is mandatory that the Respondent notify the District Director of Information Technology. In any event that this is the case, the Respondent will provide a comparable loaner print device, at no cost other than the Agreement maintenance cost-per-image rate already in effect. In any instance that a device is replaced by a loaner unit, an ending volume for the unit being removed must be documented, as well as, the initial volume of the loaner device. In each and every instance, without exception, that a device is replaced by a loaner unit, the volume of the loaner unit at the time of installation must be documented as well as an ending volume for the unit when being removed. The District Director of Information Technology must be notified in any instance that a device is replaced by a loaner unit.
(j) Each print device will be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy/print quality for a minimum of 95% uptime defined as the available work hours over the life of the forty-three (43) month Agreement. Quarterly reporting for sixteen three-month periods will be utilized for this purpose for the life of the Agreement. Time dedicated to preventive maintenance or

scheduled software upgrades shall not be included in the uptime analysis. Failure to meet the 95% uptime standard as required will result in credit(s) issued to the District for the amount of $50.00 per hour for each hour below the 95% uptime requirement.

(k) What is the procedure for resolving a machine with frequent problems? Any print device(s) that does not meet the 95% measurement for any of the three-month periods must be replaced with a like print device, at no additional charges to the District.

7) Pricing:

(a) It is the intent of the District to capture a 12-month cycle of the annual contract period regardless of what month the Agreement begins. This is to ensure that the "peaks and valleys" of that 12 month cycle are captured. Annual mono and color cost-per-image minimums will be committed to the selected Respondent then divided into 12 monthly installments for each annual contract period. Mono and color overages will be applicable in any year only if either of the mono and/or color cost-per-image minimums, as applicable, for the annual contract period has been exceeded.
The District is committing to a forty-three (43) month cost-per-image (CPI) Agreement. Proposal responses must include two cost-per-image pricing units, one for a mono cost-per-image, and one for a color cost-per-image. Pricing structure for both the mono and color cost-per-image (CPI) shall include, but not be limited to, service, hardware, parts, software, and supplies required to support all the print devices proposed. These two cost-per-image unit totals shall be structured on a minimum annual basis for the duration of the forty-three (43) month cost-per-image Agreement. For the first three (3) years of the Agreement, the annual minimums for both mono and color cost-per-image totals shall be divided into twelve (12) equal monthly installments for each respective annual period. The remaining seven (7) months of the Agreement term shall be billed in seven (7) equal monthly installments based upon the prorated minimum volume applicable to the remainder of the contract term. If, and only if, the annual total of either the mono and/or color cost-per-image unit totals is exceeded during an annual period, overage charges shall apply. Any applicable overages will be reconciled annually at the end of each twelve (12) month annual period during the first thirty-six (36) months of the Agreement. For the final seven (7) month period of the Agreement, any applicable overages will be reconciled at the conclusion of the Agreement term. For each reconciliation period, the Respondent **shall be responsible for collecting page counts for all devices. Under no circumstance will volume estimations for billing purposes be permitted for the duration of this cost-per-image Agreement. The District acknowledges that paper and staples are not included in this Agreement.**

(b) Any source(s) that potential respondents utilize financially to fund this Agreement must be completely transparent to the District. The District will have no communication or accept any communication from any third-party financing entities during the entirety of the CPI Agreement.

(c) Respondent will be responsible for shipping or delivery of needed supplies for all locations.
(d) As noted under "Service Requirements":
- Failure to respond to service requests as required will cause the District to take a service credit and withhold that amount from invoices owed the Respondent. The service credit will be $50.00 per hour for each hour after the 4th hour.
- Respondent will provide a per-copy credit for all images made during the course of preventive and/or remedial maintenance.
- Failure to meet the 95% equipment uptime standard as required will result in credit(s) issued to the District for the amount of $50.00 per hour for each hour below the 95% uptime requirement.

(e) The District may need to increase the quantity of print devices over the course of the CPI Agreement. Any additional print devices added to the Agreement will be co-terminus and shall not increase the cost-per-image pricing. An increase to the monthly minimum will be negotiated with the Respondent then adjusted accordingly. Over the term of the Agreement, the District shall reserve the right to add to the initially installed population of devices.

<u>Additional Requirements</u>:

In addition to the foregoing, and/or by way of reiteration, respondents to the Request For Proposal must provide the following:

1) Qualifications
(a) Describe the experience of the respondent in working with school districts and names of individuals with whom you have worked closely. (These individuals may also serve as references).
(b) Demonstrate understanding of the responsibilities of handling products and services such as the District requires.

2) References (On sheet provided)
List the name, address, telephone number and email address of five (5) references that the District may contact to discuss your company, preferably organizations of like scope and size to this project.

<u>Network Connectivity Requirements</u>:

(a) Connectivity to Windows 10, Windows 11, Mac OS, Chrome OS, Microsoft Azure and Windows Server/Active Directory
(b) Protocols supported: TCP/IP / Bonjour
(c) 10/100/1000MB Ethernet Connection
(d) Scan supported: JPG, PDF, and TIFF
(e) SMTP (Simple Mail Transfer Protocol) supported
(f) SMB (Server Message Block) supported

Security Requirements:

(a) Respondent will work in coordination with the District to ensure the confidentiality and security of documents and information that pass through the copiers.
(b) At the end of the Agreement term, the District is to receive a guarantee of removal of all of the District's documents and information from the hard drives of all copiers. (The cost of this service must be included in the proposal pricing.)
    Removal and Disposition of Existing Equipment
    The Respondent shall coordinate with the District regarding the removal and disposition of any existing equipment being replaced under this Agreement. Any hard drives or storage media removed from service shall be sanitized or destroyed in accordance with applicable industry standards, and certification of destruction or sanitization shall be provided to the District upon request.

Section III

Request For Proposal Instructions

Respondents are cautioned to read this entire document carefully and to prepare and submit their response providing all requested information in accordance with the terms and conditions set forth herein. To be considered, respondents must submit a complete response to this Request For Proposal in the format detailed by the specifications. Proposals must be dated, signed by an official authorized to bind the respondent to the terms of the proposal and submitted to the District in accordance with the instructions, terms and conditions of this Request For Proposal. All proposals must be submitted in accordance with Section §31-7-13, Mississippi Code (2024). All proposals must be typed or written in ink. Any alterations or changes that are made must be initialed. By submitting a response, the respondent acknowledges and agrees to comply with all terms, conditions, and procedures contained in this RFP.

All items on this Request For Proposal are to be per specifications or approved by the District.

The District reserves the right to:

(a) Accept or reject any or all proposals, or any part thereof, or to withhold the award and to waive, or decline to waive irregularities in any proposal when determined that it is in its best interest to do so;
(b) Award the Agreement, if awarded, within sixty (60) days from the date of the proposal opening date. The proposal submitted by the respondent shall remain firm for this sixty (60) day period.
(c) Waive any informalities or technicalities contained in any proposal received;
(d) Waive any minor defects in the proposal;
(e) Make an award based upon various selection criteria;
(f) Request clarification from any respondent on any or all aspects of its proposal;
(g) Retain all proposals submitted in response to this Request For Proposal;
(h) Award an Agreement with respondent(s) deemed to have submitted the best and most advantageous proposal(s), price, technology, and other relevant factors considered. Price alone shall not be the sole determining factor in the selection process.

No telephone, electronic or facsimile proposals will be considered. Proposals received after the time for closing will be returned to the respondent unopened.

Respondents may withdraw proposals at any time prior to the time and date set for opening.

Response Format:

Responses must address all aspects of the Request For Proposal and should follow proper chronological order as presented in the Request For Proposal. All submittals should note Request For Proposal Section numbers. One (1) original and three (3) copies of your response to the Request For Proposal are required. The original proposal must be clearly labeled "ORIGINAL." Should a discrepancy arise between various copies of the Request For Proposal, information contained in the "ORIGINAL" shall prevail over conflicting information. All information requested in this Request For Proposal must be submitted in a manner consistent with Section V: Schedule of Required Submittals and Signature Sheet.

Proposals may be submitted in an organized fashion on 8.5" x 11" letter-sized paper. Submittals must be in chronological order as in the Request For Proposal. Each proposal should be prepared simply and economically, providing a straightforward concise description of the approach and ability to meet the District's requirements.

This Request For Proposal states the instructions for submitting proposals, the procedures and criteria by which the District proposes to govern the relationship between it and the selected Respondent. Only information contained in this Request For Proposal, or supplemental written information supplied by the District, will be considered in preparing proposals. No verbal interpretations, changes or modifications will be considered. All assumptions made by the respondent must be clearly stated in the proposal and qualifiers must be placed in context.

The Respondent understands and agrees that it has the duty to explain and clarify any and all conditions imposed on, or included in, its response to this Request For Proposal. Respondent further understands and agrees that it has an affirmative duty to inquire about, and clarify, any Request For Proposal statement that the respondent does not fully understand or that respondent reasonably believes may be susceptible to more than one interpretation.

Any respondent who does not follow the above prescribed methods of contact through the appropriate contact person, may be disqualified and its proposal rejected, regardless of its value to the District.

<u>Pre-Proposal Conference and Request For Proposal Clarifications/Questions</u>:
There will be no pre-proposal conference. Any and all RFP questions must be submitted via the email listed below; the subject line must contain **Request For Proposal "Cost-Per-Image Agreement for Copying and Printing Services – Questions". The deadline for proposal questions is June 24, 2026 @ 3:30 PM CST. No questions after that date and time will be accepted**.

Questions or concerns regarding this Request For Proposal shall be submitted in email format ONLY and directed to:

Matthew Champion
mchampion@qsdk12.org

All questions received will be posted with responses from The District on the Quitman School District website under Requests For Proposals/Quotes in the Technology Department section. The District will respond to emailed question(s) with the single word reply of “received”. If the Respondent does not get confirmation that the question(s) were received, it will be the responsibility of the Respondent to contact Matthew Champion by phone to make sure the email has been successfully transmitted. Proposal results will not be released until such time as an award is made. Results will be emailed to all participating respondents.

Award Timelines:
The District intends to award the Agreement at the next regularly scheduled Board meeting following the proposal opening and completion of the evaluation of all submitted responses. Part of the evaluation process may include visits to respondent sites for demonstration of any or all proposed units. Upon award, a purchase order will be issued to the Respondent, and performance shall begin as soon thereafter as is operationally feasible. An implementation plan for the installation of all awarded equipment and services shall be coordinated with the District as quickly as possible following the award. The Agreement term shall commence on December 1, 2026, provided installation has been substantially completed, unless otherwise agreed upon in writing by the District and the Respondent. Substantially completed shall mean all equipment has been installed, is network-connected, is operational, and is available for normal District use, excluding minor punch-list items.

Pricing:
Firm prices for the full term of the Agreement are required by the District. All items listed under Section II, number 7, titled “Pricing” must be included.

Evaluation:
To ensure fairness to proposal respondents, but protect the District’s investment, the proposal evaluation will be based on scores. Although “Cost” is not the only factor in this proposal, it is the primary factor. The District will use the following items to evaluate the lowest and best respondent as well as the lowest and best solution:

Factor	**Weight**
Cost of eligible proposed products	30%
Prior experience with the District	15%
Quality of respondent’s services/products	10%
Reputation of respondent’s ability and stability to perform	10%
Remote monitoring/supply and service program	10%
Installation and implementation plan	15%
Preference to Mississippi based companies	10%

Total	100%

Each of these categories is assigned a percentage weight with the sum of all categories equaling 100%. All information provided by the respondents and other information available to the District staff will be used to evaluate the submitted proposals. Copies of the evaluation weights scale will be available after the award to any respondent upon request. The judgment of the value and merit of the proposals shall be made solely at the discretion of the District.

Tax Exempt:
The District is exempt from Federal, State, and Property tax and no other taxes will be charged or passed on to the District from the Awardee. An exemption letter will be furnished upon request.

Compliance:
Respondent warrants that both in submission of its proposal and performance of any resultant purchase order or Agreement, Respondent will comply with all applicable federal, state and local laws, regulations, rules, or ordinances.

Section IV

Terms and Conditions

Please note: The Respondent must be in compliance with the following terms and conditions:

Insurance:
Respondent shall carry, pay for, and keep in force, with a company or companies licensed to do business in Mississippi, comprehensive general liability, comprehensive automobile liability, and workers' compensation in minimum amounts of insurance as listed in Section II. Insurance company of respondent shall provide new certificates or insurance to the District within thirty (30) days of any policy being changed or canceled.

Liability:
Respondent shall hold the District, its trustees, employees, agents and representatives harmless from all claims, liabilities, costs, damages, fees and expenses of any kind whatsoever, including attorney's fees, arising out of or resulting from Respondent's performance of the Agreement.

Agreement:
An Agreement shall be executed by the Respondent with the District to contract on the terms and conditions specified in the RFP. The District will be solely responsible for making all payments due under the District's Agreement with the Respondent.

Respondents must submit a proposal based on a cost-per-image charge (CPI). The equipment to be installed under the Agreements is listed in Section VII. The equipment will be installed in the various schools and other buildings of the District as directed by the District.

The Respondent's signed proposal shall be affixed to the executed Agreement, and shall be considered an integral part thereof. A sample Agreement integrating the requirements specified herein as part of the Request For Proposal shall be executed by the Respondent as an offer to the District to contract on the terms specified therein. By submitting a response, the Respondent acknowledges and agrees to comply with all terms, conditions, and procedures contained in this RFP.

Delivery and Installation:
New devices shall be delivered throughout the District. A list of each location with quantities needed and district maps of each location will be provided to the Respondent. Quantities are listed in Section VII of the RFP. It is understood the successful respondent agrees to transport the new devices on the same day as installation. It is required that the Respondent develop and provide a schedule for delivery and installation for all locations to meet the installation deadline. All packaging and trash must be removed from each location at completion of installation.

Agreement Term:
The Agreement term shall commence on December 1, 2026, provided installation has been substantially completed, unless otherwise agreed upon in writing by the District and the Respondent. The cost-per-image Agreement will continue for a period of forty-three (43) months. Pricing must remain firm for the length of this Agreement. Substantially completed shall mean all equipment has been installed, is network-connected, is operational, and is available for normal District use, excluding minor punch-list items.

Billing Information:
All items/services pertaining to QUITMAN SCHOOL DISTRICT are to be billed to Quitman School District, Attn: Accounts Payable, 104 East Franklin Street, Quitman, MS 39355. All billing will be in accordance with MS Code §31-7-305. Monthly installment payments will be made to the respondent within forty-five (45) days from the date the invoice is received at the District office, provided all is satisfactory based on the proposal requirements.

The invoice shall include a detailed summary of billings by unit location and shall reflect only the agreed-upon monthly installment billings during each billing period. CPI overages, if applicable, will be reconciled annually at the end of each twelve (12) month annual period during the first thirty-six (36) months of the Agreement. Any applicable overages for the final seven (7) month period shall be reconciled at the conclusion of the Agreement term.

Compliance with Laws:
The Respondent and the District shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of their obligations under an Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to sanitation worker's compensation, occupational safety and health and the environment.

E-verify Compliance:
Respondent/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-verify Program. Respondent/Sellers agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State Respondent/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Respondent/Seller understands and agrees that any breach of these warranties may subject Respondent to the following: (a) Respondent/Seller would also be liable for any additional costs incurred by the State or any District due to

Agreement cancellation or loss of license or permit termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Respondent/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both in the event of such termination/cancellation.
Signing acceptance of the RFP Instructions acknowledges that the company is complying with the Mississippi Employment Protection Act E-Verify Program.

Public Records and Confidential Information:

The District is a public entity subject to the Mississippi Public Records Act and other applicable laws governing public access to records. Proposals submitted in response to this Request For Proposal may become public records subject to disclosure following award of the Agreement or as otherwise required by law.

If a respondent believes any portion of its proposal contains confidential or proprietary information exempt from disclosure under applicable law, such information must be clearly identified and marked as “CONFIDENTIAL” or “PROPRIETARY” at the time of submission, together with a brief written explanation supporting the claimed exemption. The District reserves the right to make all final determinations regarding the disclosure of submitted materials in accordance with applicable law and shall not be responsible for the disclosure of information that is not properly identified by the respondent.

Budgetary Constraints:
The District reserves the right to reduce or increase the quantity, retract any item from the proposal, or upon notification, terminate the entire Agreement without any obligations or penalty based upon availability of funds.

Cancellation/Termination:
Should the performance by the Vendor become unsatisfactory or inadequate as to the best interest of the District, the District may terminate the resulting Agreement between the Vendor and the District. Notice of termination shall be made thirty (30) days in advance with the reasons of termination outlined in said notice.

Force Majeure:

Neither the District nor the Respondent shall be liable for any delay or failure in performance under the Agreement arising out of causes beyond the reasonable control of the affected party, including but not limited to acts of God, severe weather, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, governmental actions, utility interruptions, supply chain disruptions, manufacturer delays, pandemics, epidemics, cyberattacks, or other causes beyond the reasonable control of the affected party (“Force Majeure Event”).

The affected party shall provide written notice to the other party as soon as reasonably practicable following the occurrence of a Force Majeure Event and shall make reasonable efforts to minimize the impact and resume performance as quickly as possible. During the continuation of a Force Majeure Event, the obligations affected by the event shall be suspended only to the extent reasonably necessary. Nothing contained herein shall excuse either party from payment obligations accrued prior to the Force Majeure Event.

Records and Audit:
The Respondent that is awarded an Agreement with the District shall maintain reasonably complete and accurate records of the operations associated with this Agreement and all fees and expenses charged to the District, or paid on behalf of the District, with respect to goods and/or services secured by this Agreement. The Respondent will retain such records for the period of the Agreement plus three years from the ending date or termination of the Agreement and shall make all such records available to the District during normal business hours upon reasonable advance written notice.

Section V

Schedule of Required Submittals and Signature Sheet

The following Submittals must be included in the proposal package; Responses must address all aspects of the Request For Proposal, as listed below, but not limited to this list. Submittals should follow proper chronological order as presented in the Request For Proposal. **Failure to do so may invalidate the proposal response**.

(a) Proposal Cover Sheet
(b) Vendor Pricing Form
(c) Vendor Qualification/Evaluation Documents (Title each as in the Request For Proposal, i.e. Section Numbers/Questions Numbers, and place in chronological order as in the Request For Proposal)
(d) References
(e) A sample Agreement integrating the requirements specified herein as part of the Request For Proposal; it shall be executed by the Respondent as an offer to the District to contract on the terms specified therein, as stated in Section IV
(f) A current Certificate of Insurance, as stated in Section IV

I affirm that the above listed documents are completed and present in the submission for Request For Proposal "Cost-Per-Image Agreement for Copying and Printing Services" and provided in sequential order as identified above. There is one original of each submittal with the requested number of copies in the same sequential order.

The District reserves the right to request, at its sole discretion, from some or all of the respondents, any further information or documentation that it deems necessary for the issuance of an agreement.

I/We propose to furnish and deliver, more or less, the items listed in the Request For Proposal according to your specifications and quantities at the indicated prices. I/We further agree not to request permission to withdraw our proposal after the proposals have been publicly opened.

I/We, the undersigned, do hereby understand and accept the instructions under which this proposal is being submitted.

____________________ Company	____________________ Signature
____________________ Address	____________________ Name (Typed or Clearly Printed)
____________________	____________________ Title
____________________ Telephone	____________________ Email
____________________ Date	____________________ Company Federal Tax ID Number

Section VI

References

Please identify five (5) current users (similar scope, education, or commercial accounts) of your services that we may contact:

Section VII

NEW EQUIPMENT REQUEST

Device Type	Quantity	Monthly Volume Average*	Description/Minimum Specifications
Mono Printer	19	9358	42 or more ppm; Gigabit Internal NIC; Minimum 512 MB RAM; 500 Minimum Total Sheet Paper Capacity; Duplex
Color MFD	6	4943	37 or more ppm; Gigabit Internal NIC; 2GB Minimum RAM; Minimum 100 Sheet Capacity RADF or Dual Scan ADF; Duplex; Copy, Print; Minimum 500 Sheet Paper Capacity; Must support statement & letter & legal paper sizes for both input and output.
Mono Copier	13	220124	60 or more ppm; Gigabit Internal NIC; LCD Graphic Display; 2GB Minimum RAM; Minimum 100 Sheet Capacity RADF or Dual Scan ADF; Duplex, Copy; Print; 2,500 Minimum Total Sheet Paper Capacity; Minimum 160GB HDD; Minimum 2,000 Sheet/ Booklet Making / Saddle-Stitch/ Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal & ledger paper sizes for both input and output.
Color Copier	16	94693	50 or more ppm; Gigabit Internal NIC; LCD Graphic Display; 4GB Minimum RAM; Minimum 100 Sheet RADF or Dual Scan ADF; Duplex, Copy, Print, Color Scan; 1,000 Minimum Total Sheet Paper Capacity; Minimum 160GB HDD; Minimum 2,000 Sheet/ Booklet Making / Saddle-Stitch/ Multi-Position Stapling Finisher; 3-hole Punch Unit; Must support statement, letter, legal & ledger paper sizes for both input and output.

* These listed volume averages are a historical record ONLY. The requested hardware placements and strategy by the District, as laid out in this RFP, is somewhat different than what the District was doing prior to this RFP. The District makes no guarantees, firm projections, or commitments as to actual volume averages moving forward and will not be held accountable, in any fashion, for any differing volumes per device type during the terms of this Agreement with the exception of the overall volume commitment on an annual basis.

Note: The District will provide patch cables for all new equipment placements.

Section VIII

VENDOR PRICING FORM

Based on the list of devices requested in Section VII, please submit cost-per-image prices for each of the following monthly minimum options:

	CPI Rate for Monthly Minimum Volume	CPI Overage Rate
Proposed Cost-Per-Image Based on the Monthly Minimum Volume of 276,000 monochrome pages		
Proposed Cost-Per-Image Based on the Monthly Minimum Volume of 53,500 color pages.		

____
Company

____
Authorized Signature

____
Telephone

____
Email

____
Date

Section IX

Cost-Per-Image Agreement for Copying and Printing Services

This Agreement is entered into by and between Quitman School District (hereinafter referred to as "the District") and ____________________________________ (hereinafter referred to as the "Vendor"). This Agreement shall become effective upon execution by both parties. The operational term of the Agreement shall commence on December 1, 2026, provided installation has been substantially completed and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to provide the equipment, software, supplies, maintenance, and services described herein on a cost-per-image basis to the District, and the District, by its acceptance hereof, agrees to pay, on a cost-per-image basis from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1) CUSTOMER ACCOUNT ESTABLISHMENT:

a. A separate Vendor Customer Number will be required for each specific installation location.
b. The District is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address.
c. "Ship-to" and/or "Installed-at" address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

2) EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The District has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Cost-Per-Image Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the District is exempt from the payment of taxes.

3) SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by the District.

4) RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in the District's possession, due to gross negligence of the District, the equipment is lost or damaged, then, the District shall bear the cost of replacing or repairing said equipment.

Otherwise, the vendor is responsible for replacing or repairing the equipment during the term of this Agreement.

5) ACTS OF GOD AND CASUALTY LOSS: Notwithstanding any other provision of this Agreement, the Vendor shall bear all risk of loss, damage, repair, replacement, transportation, installation, reinstallation, and service costs associated with any equipment provided under this Agreement resulting from acts of God, severe weather, lightning, power surges, windstorms, tornadoes, hurricanes, floods, fire, earthquakes, utility failures, vandalism, theft, or other casualty losses not caused by the gross negligence or intentional misconduct of the District. Under no circumstances shall the District be responsible for the repair, replacement, buyout, reimbursement, depreciation, insurance deductible, residual value, or any other cost associated with equipment damaged, destroyed, lost, or rendered inoperable by such events. The Vendor shall repair or replace any affected equipment with equipment of equal or greater functionality at no additional cost to the District and without interruption to the pricing structure established under this Agreement. The Vendor acknowledges that all costs associated with such risks are included in the cost-per-image pricing submitted in response to this Request For Proposal. The obligations contained in this Section shall survive and control notwithstanding any Force Majeure Event or any other provision of this Agreement, the Request For Proposal, or any attached addendum to the contrary.

6) DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

a. DELIVERY: Vendor shall deliver the equipment to the locations specified by the District and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the District, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, the District shall have the right to terminate the order without penalty, cost or expense to the District of any kind whatsoever.
b. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the District agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.
c. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties.
d. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that the installed print devices shall be deemed accepted after thirty (30) continuous days of operation without difficulty or failure.
e. RELOCATION: The District may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. This notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. The Vendor's cost of moving and reinstalling equipment from one location to another is included in this Agreement.

7) LIQUIDATED DAMAGES: The Vendor acknowledges that all equipment, software, services, training, connectivity, and other requirements necessary to fully implement the Cost-Per-Image Agreement must be completely installed, operational, and available for normal District use no later than December 1, 2026, unless otherwise agreed upon in writing by the District. If the Vendor fails to meet this deadline, the Vendor shall pay liquidated damages to the District in the amount of One Hundred Dollars ($100.00) per day, per school location, for each calendar day that the required equipment and services are not fully installed and operational. Liquidated damages shall continue to accrue until all required equipment and services are installed and operational at the affected location. The parties acknowledge and agree that the actual damages that would be sustained by the District as a result of delayed installation would be difficult to ascertain and that the foregoing amount represents a reasonable estimate of such damages and is not intended as a penalty. The District may deduct any liquidated damages due under this Section from amounts otherwise payable to the Vendor under this Agreement.

8) TERM: The term for each item of equipment shall be forty-three (43) months unless otherwise stated in Exhibit A. If the District desires to continue the Cost-Per-Image Agreement on the equipment at the expiration of the original rental Agreement, the District must enter into a new Cost-Per-Image Agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be an option to purchase the equipment utilized during this Cost-Per-Image Agreement following the original term of the Agreement.

9) OWNERSHIP: Unless the District has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in the Agreement shall give or convey to the District any right, title or interest therein, unless purchased by the District. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by the District.

10) PAYMENTS:

a. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Cost-Per-Image Agreement are specified in the attached Exhibit A. Charge for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to the District. The District agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the District within forty-five (45) days of the date the invoice is received and the goods are inspected and accepted.
b. METER READINGS: The Vendor shall obtain accurate and timely meter readings at the end of each applicable billing period. Vendor shall have the right, upon reasonable prior notice to the District, and during the District's regular business hours, to inspect the equipment and to monitor the meter readings. **No estimated volumes will be allowed for billing purposes throughout the entirety of the Agreement**.
c. COPY CREDITS: If applicable, for each print device in the Cost-Per-Image Agreement, the District will receive one (1) image credit for each image presented to Vendor which,

in the District's opinion, is unusable and also for each image which was produced during servicing of the equipment. Image credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific image credit rate as shown on the applicable price list.

11) USE OF EQUIPMENT: The District shall operate the print devices according to the manufacturer's specifications and documented instructions. The District agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

12) INCLUSION OF ALL TERMS AND CONDITIONS OF REQUESTS FOR PROPOSALS: All terms and conditions specified as any type of "Requirements" in the Cost-Per-Image Agreement for Copying and Printing Services are included as requirements of this Agreement including, but not limited to the performance clause.

13) MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

a. SERVICES: The Vendor is responsible for providing equipment services, remote print device monitoring, maintenance services (except for time and materials), or warranty services; (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided in the price lists. (3) Services will be provided during the District's usual business hours. (4) If applicable, the District will permit Vendor to install, at no cost to the District, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.
b. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Installation/removal of accessories, attachments or other devices. (3) Exterior painting or refinishing of equipment. (4) Maintenance, installation or removal of equipment or devices not provided by Vendor. (5) Performance of normal operator functions as described in applicable Vendor operator manuals. (6) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If Vendor provides, at the request of the District, any of the services noted above, the District may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such Agreement at the then current time and materials rates.
c. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

14) HOLD HARMLESS: Vendor agrees that it will, and hereby does, indemnify, defend and hold harmless the District from and against any and all claims, damages, losses, costs and expenses of every kind and nature, including court costs and attorney fees and claims for damages resulting from or arising out of any infringement claim or claim of bodily injury, death or damage to real or tangible personal property caused by Vendor and/or its partners, principals, agents, employees or subcontractors in the performance of this Agreement. The District will promptly notify Vendor in writing of any claim to be indemnified hereunder, of which the District has knowledge, and Vendor in turn will promptly notify the District of any such claim. Vendor shall, at its sole expense, control the defense of such suit to the extent allowed by Mississippi law. The parties agree to cooperate with one another in the defense of any such matter.

15) ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

a. If the District makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) working days of such proposal or request, the District does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor reasonably believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify the District of the problem and may withhold maintenance until the problem is remedied.
b. Unless the District has obtained title to the equipment free and clear of any Vendor security interest, the District may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

16) ASSIGNMENT:

a. BY THE DISTRICT: Without the prior consent of Vendor, which consent shall not be unreasonably withheld, the District shall not (1) assign, transfer or pledge all or any part of this Agreement or software licensed by Vendor, or (2) resell, lease, lend or permit a lien or encumbrance of any kind against the equipment unless the District has obtained title to the equipment free and clear of any Vendor security interest.
b. BY THE VENDOR: Vendor shall not assign its rights or delegate its duties hereunder without the prior written consent of the District, which consent shall not be unreasonably withheld.

17) GOVERNING LAW: This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, without giving effect to its conflict laws. Vendor expressly agrees that under no circumstances shall the District be obligated to pay an attorneys fee or the cost of legal action to Vendor. Notwithstanding any other provisions of this Agreement between the parties, all activities and performances of the parties with respect to the equipment, software or services herein shall be subject to all applicable laws, regulations, policies and procedures or the United States of America, or any agency thereof, the State of Mississippi, or any agency

thereof, or any local governments or political subdivisions that may affect the performance of services hereunder.

18) NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at their usual business address. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other of any change of address.

19) WAIVER: Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement.

20) CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

21) SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22) THIRD PARTY ACTION NOTIFICATION: Vendor shall give the District prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

23) AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement. That entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

24) RECORD RETENTION AND ACCESS TO RECORDS: Vendor shall maintain and make available to the District, any financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Agreement. These records shall be maintained for at least three (3) years beyond the termination or expiration of this Agreement; however, if any litigation or other legal action, by or on behalf of the District has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

25) FORCE MAJEURE: Neither the District nor the Vendor shall be liable for any delay or failure in performance under the Agreement arising out of causes beyond the reasonable control of the affected party, including but not limited to acts of God, severe weather, natural disasters, fire, flood, war, terrorism, civil unrest, labor disputes, governmental actions, utility interruptions, supply chain disruptions, manufacturer delays, pandemics, epidemics, cyberattacks, or other causes beyond the reasonable control of the affected party ("Force Majeure Event"). The affected party shall provide written notice to the other party as soon as reasonably practicable following the occurrence of a Force Majeure Event and shall make reasonable efforts to minimize the impact and resume performance as quickly as possible. During the continuation of a Force Majeure Event, the obligations affected by the event shall be suspended only to the extent reasonably necessary. Nothing contained herein shall excuse either party from payment obligations accrued prior to the Force Majeure Event. Notwithstanding the foregoing, the Force Majeure provisions of the Standard Contract Addendum shall not relieve the Vendor of any obligation under the Cost-Per-Image Agreement to repair or replace damaged, destroyed, lost, or inoperable equipment at no cost to the District.

26) TERMINATION: This Agreement may be terminated as follows: (a) the District and vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party received written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of the District to make payments required hereunder shall cease. Notwithstanding any provision of the Standard Contract Addendum to the contrary, the Vendor shall not have the right to terminate this Agreement for convenience during the forty-three (43) month term.

27) AVAILABILITY OF FUNDS: It is expressly understood and agreed that the fulfillment of the conditions of this Agreement by the District is conditioned upon the receipt of governmental funding. If the funds anticipated for the fulfillment of this Agreement are, at any time, not forthcoming or insufficient, the District shall have the right to terminate this Agreement, without damage, penalty, cost or expense to the District of any kind whatsoever.

28) MODIFICATION OR RENEGOTIATION: This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal and/or state revision of any applicable laws or regulations makes changes in this Agreement necessary.

29) WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specification and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment. The District may be held liable for any damages caused by failure to operate the equipment according to the specifications and documented instructions.

30) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement. For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _______ day of ___________ 2026.

Vendor ___________________________________

Authorized Signature _______________________

Printed Name ______________________________

Title ______________________________________

Vendor Witness

____

Witness my signature this the _______ day of ___________ 2026.

Quitman School District
Authorized Signature _______________________

Printed Name ______________________________

Title ______________________________________

Date _____________________________________

Quitman School District Witness

____

EXHIBIT “A”

COST-PER-IMAGE AGREEMENT

The following, when signed by the District and the Vendor shall be considered to be a part of the cost-per-image agreement between the parties.

Vendor Company Name: ______________________________

District Name: Quitman School District

Bill to Address: Attn: Accounts Payable, 104 E Franklin Ave, Quitman, MS 39355

Ship to Address: Various schools based on information provided by the District.

Delivery Schedule and Installation Date: ______________________________

Description of Equipment, Software, or Services	Total Monthly Price
	Mono: $______ x 276,000 = ___________
	Color: $ ______ x 53,500 = __________
	Total Monthly Price = $ ___________
	Overages:
	Mono: $ ________ per page
	Color: $ ________ per page

Modifications:

This is a forty-three (43) month Cost-Per-Image Agreement consisting of three (3) annual contract periods and one (1) final seven (7) month contract period. The annual minimum volume commitment for each of the first three (3) annual contract periods shall be 3,312,000 mono images and 642,000 color images. These annual minimums shall be billed in twelve (12) equal monthly installments of 276,000 mono images and 53,500 color images for each annual contract period. The final seven (7) month contract period shall be based upon a prorated minimum volume commitment of 1,932,000 mono images and 374,500 color images and shall be billed in seven (7) equal monthly installments of 276,000 mono images and 53,500 color images. Any overage rates shall apply only to mono and color images exceeding the applicable minimum volume commitment for the respective reconciliation period. Overages, if applicable, shall be reconciled annually at the end of each twelve (12) month annual contract period during the first thirty-six (36) months of the Agreement. Any applicable overages for the final seven (7) month contract period shall be reconciled at the conclusion of the Agreement term.

__________________________________ __________________________________

Vendor Signature Quitman School District Signature

The Agreement term shall begin on December 1, 2026, provided installation has been substantially completed and any applicable buyout check has been presented to the District.

Agreement Term:

Number of Months - 43

Start Date: December 1, 2026

End Date: June 30, 2030

(The following signature spaces are to be signed only upon the successful completion of installation. Only then will this contract be considered fully executed)

Vendor Signature	Quitman School District Signature